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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. July 23, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on July 16, 2013

II. CONSENT AGENDAS (ITEMS 1 THROUGH 21)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "**ATTACHMENT 1 – CONSENT AGENDA ITEMS**" for a listing of all Consent Agenda Items.)*

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 21)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated July 22, 2013.

- a. Report of Board of Bids and Contracts.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Hanh Van Bui	Saigon Restaurant Oriental Inc. **	1103 North Broadway
<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Kevin Hess	Kwik Shop #716***	2424 West 37th North
Kevin Hess	Kwik Shop #722***	3959 South Hydraulic
Kevin Hess	Kwik Shop #727***	7107 West 37th North
Kevin Hess	Kwik Shop #731***	710 West 29th North
Kevin Hess	Kwik Shop #748***	2809 East Douglas
Kevin Hess	Kwik Shop #754***	4811 South Seneca
Kevin Hess	Kwik Shop #772***	2750 South Oliver
Amy Thrasher	Wal-Mart #1507***	3030 North Rock Road
Cecilia Pinon	Super Del Centro South***	1560 South Main
Mohammad Bazlur Rahman	KC Gas and Grocery #2***	1161 North Broadway
Ishika Wijeyesekera	Convenience Mart***	7101 East Lincoln
Nuotv Nguyen	Thai Binh Market***	1530 West 21st

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Sanitary Sewer Improvements to Serve Absolute Natural Stone Addition. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

a. Community Events - Food at the Fountains. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Minutes of Advisory Boards/Commissions

Design Council, May 15, 2013
Wichita Employees' Retirement System, May 15, 2013
Wichita Airport Advisory Board, June 3, 2013
Wichita Historic Preservation Board, June 10, 2013
Wichita Public Library, June 18, 2013

RECOMMENDED ACTION: Receive and file.

7. Bonding Resolution Amendment for Douglas Avenue Bus Facility Improvement in Downtown.

RECOMMENDED ACTION: Adopt the resolution as to form and authorize the necessary signatures.

8. Wichita Transit Title VI Program.

RECOMMENDED ACTION: Approve the 2013 Wichita Transit Title VI Program.

9. Purchase Option, Coleman. (District I)

RECOMMENDED ACTION: Adopt the Resolution approving the Cancellation, Release and Discharge of the Ninth Supplemental Trust Indenture, Bill of Sale and Release of Ninth Supplemental Lease Agreement to convey the property to Coleman and authorize the necessary signatures.

10. Report on Claims for June 2013.

RECOMMENDED ACTION: Receive and file.

11. A request for permission to submit a grant proposal to the Lowe's Charitable and Educational Foundation to fund roof repairs to the Fresh Air Baby Camp. (District VI)

RECOMMENDED ACTION: Approve submission of the grant proposal to the Lowe's Charitable and Educational Foundation to fund roof repairs to the Fresh Air Baby Camp and authorize the Mayor to sign the grant application.

12. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$12,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

13. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$19,500 as full settlement of all possible claims arising out of the events which are the subject of this claim.

14. Second Reading Ordinances: (First Read July 16, 2013)

a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

15. *ZON2013-00012 – Zone change from SF-5 Single-Family Residential (SF-5) to Two-Family Residential (TF-3); generally located north of 21st Street North and east of Amidon Avenue and the Little Arkansas River, on the south side of 23rd Street North, east of Somerset Avenue. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

16. *DED2013-00018 Dedication of Utility Easement, DED2013-00019 Dedication of Street Right-of-way and No Protest Agreement for Future Sewer Extension located west of Seneca, north of 53rd Street North. (District VI)

RECOMMENDED ACTION: Accept the Dedications and approve the Agreement.

17. *A13-05 – Annexation of portions of Pawnee Avenue, Webb Road, and 127th Street East per notification by Sedgwick County Board of County Commissioners. (District II)

RECOMMENDED ACTION: Approve the annexation, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

18. *ACT 3 Apron Phase III, Outfall Channel and Taxiway C-2 - FAA Grant Application - Wichita Mid-Continent Airport

RECOMMENDED ACTION: Approve the grant application (subject to finalization of the amount) and the receipt of funds, along with authorizing the Director of Airports to sign all the documents related to the grant.

19. *Delta Air Lines, Inc. - Supplemental Agreement No. 5 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

20. *Taxiway A1 and Apron Expansion FAA Grant Application Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the grant application and receipt of funds, and authorize the Director of Airports to sign all the documents related to the grant.

21. *WAA Report of Board of Bids and Contracts dated July 22, 2013.

RECOMMENDED ACTION: Receive and file report, approve contracts, and authorize the necessary signatures.

Wichita, Kansas
July 22, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Melinda Walker, Purchasing Manager, representing Purchasing, Eoghan Miller, Management Intern, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated July 15, 2013 were read and on motion approved.

Bids were opened July 19, 2013, pursuant to advertisements published on:

2013 Contract Maintenance Slurry Seal of Asphalt Concrete Pavement (north of 63rd Street South, east of 135th Street West) (472-85092/132726) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, V)

South Central Sealing LLC* - \$224,074.96 *Engineer's Estimate

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

PUBLIC WORKS & UTILITIES/SEWAGE TREATMENT DIVISION: Flexible Disc Harrow & Manure Spreader.

Prairieland Partners Inc. - \$43,965.29 Group 1; Base Bid
\$18,900.00 Group 1 Option 1 (deduct)
\$110,833.96 Group 2

**PUBLIC WORKS & UTILITIES/WATER DISTRIBUTION DIVISION:
Waterworks Materials.**

Wichita WinWater Works Company* - \$642,920.00
*Estimate – Contract approved on unit cost basis; refer to attachments.

FIRE DEPARTMENT/SAFETY DIVISION: Firefighter Protective Clothing.

Municipal Emergency Services Inc*. - \$3,500.00 Group 3
\$22,023.72 Group 4

*Awards redirected – Refer to attachments

The Purchasing Division recommended that the contracts be rejected as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be rejected as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 23, 2013**

- a. 2013 Sanitary Sewer Reconstruction Phase 5 (north of 13th Street North, west of Oliver) (468-84895/620640/663015) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$210,000.00
- b. 36th Street North from the east line of Arkansas Avenue east to and including a turnaround east of the east line of Agnes Addition (south of 37th Street North, east of Arkansas) (472-84992/766265/636284/490283/773072) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$273,500.00
- c. Water Distribution System to serve Northborough 3rd Addition (south of 21st Street North, east of Woodlawn) (448-90600/735491/470164) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$38,500.00
- d. Lateral 22, Main 20, War Industries Sewer to serve Northborough 3rd Addition (south of 21st Street North, east of Woodlawn) (468-84894/744353/480045) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$64,000.00
- e. Water Distribution System to serve Newmarket V Addition (south of 29th Street North, west of Maize) (448-90331/735486/470159) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$193,000.00

City of Wichita
City Council Meeting
July 23, 2013

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer Improvements to Serve Absolute Natural Stone Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and adopt the amending resolution.

Background: On May 14, 2013, the City Council approved a petition and resolution for sanitary sewer improvements to serve Absolute Natural Stone Addition. The developer has submitted a revised petition with a modified sewer route and increased budget. The signature on the petition represents 100% of the improvement district area.

Analysis: The project will provide sanitary sewer service for a new commercial development located on the south side of Kellogg, west of 127th Street East.

Financial Considerations: The existing petition totals \$33,000. The revised petition totals \$78,700 and will be funded by special assessments.

Legal Considerations: The petition and amending resolution have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the petition, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, petition, budget sheet, and amending resolution.

First Published in the Wichita Eagle on July 26, 2013

RESOLUTION NO. 13-130

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 27, MAIN 13, WAR INDUSTRIES SEWER (SOUTH OF KELLOGG, WEST OF 127TH STREET EAST) 468-84875** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 27, MAIN 13, WAR INDUSTRIES SEWER (SOUTH OF KELLOGG, WEST OF 127TH STREET EAST) 468-84875** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 13-082** adopted on **May 14, 2013** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 27, Main 13, War Industries Sewer (south of Kellogg, west of 127th Street East) 468-84875**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Seventy-Eight Thousand Seven Hundred Dollars (\$78,700)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2013**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ABSOLUTE NATURAL STONE ADDITION

Lot 1, Block A

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

GREENWICH

LINCOLN

KELLOGG

ZELTA

DOUGLAS

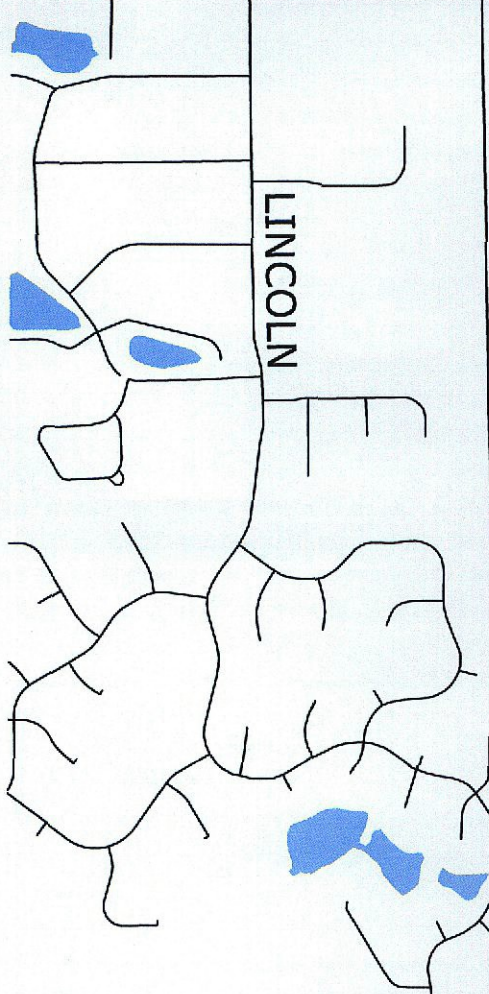
127th

127th

LINCOLN

14

2



Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 13-

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-84875

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: Jul 23, 2013

REQUEST DATE:

PROJECT #:

PROJECT TITLE: Lat 27, M13, WIS for Absolute Natural Stone Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 27, M13, WIS for Absolute Natural Stone Addition

OCA #:

OCA TITLE: Lat 27, M13, WIS for Absolute Natural Stone Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$78,700.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$78,700.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$78,700.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$78,700.00

NOTES: HOLD FOR LETTER OF CREDIT

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

\$

RECEIVED

JUN - 6 '13

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council *Lat 27, Main 13, W15*
Wichita, Kansas *468-84875*

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

ABSOLUTE NATURAL STONE ADDITION

Lot 1, Block A

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Seventy Eight Thousand Seven Hundred Dollars (\$ 78,700), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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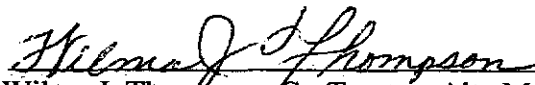
Absolute Natural Addition

Lots 1 through 4, Block A, Absolute Natural Stone Addition, an addition to Wichita, Sedgwick County, Kansas

Alta Marie Thompson Revocable Trust

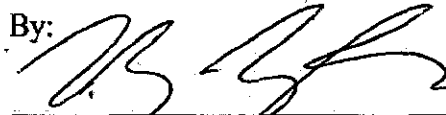
By:

Date: 6-4-2013


 Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust

By:


Date: 6/4/2013


 Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust

Jesri Investment LLC, a Kansas limited liability company

By: Nazir Jesri

Date: 6/5/2013


 Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.


Kirk Miller

K.E. Miller Engineering, P.A.
117 E. Lewis
Wichita, Ks 67202

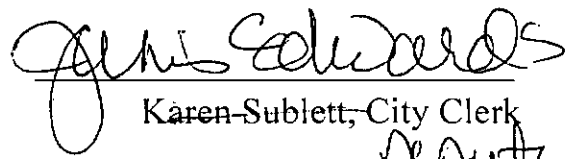
Address

(316) 264-0242

Telephone Number

Sworn to and subscribed before me 6th day of June, 2013.




Karen Sublett, City Clerk
Deputy

City of Wichita
City Council Meeting
July 23, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Food at the Fountains (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Sharon VanHorn, VanHorn Promotion & Marketing is coordinating Food at the Fountains with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Food at the Fountains July 28, 2013 12:00 pm – 3:00 pm

- Water Street, Dewey Street to Waterman Street.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works and Utilities Departments; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 23, 2013

TO: Mayor and City Council

SUBJECT: Bonding Resolution Amendment for Douglas Avenue Bus Facility Improvement in Downtown (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: On March 20, 2012, the City Council approved a grant application to the Federal Transit Administration (FTA) Bus Livability Initiative to fund 80 percent of the cost of designing and constructing bus facility improvements along Douglas Avenue from Main Street to Washington Avenue. The FTA has awarded the City a grant in the amount of \$1,080,000 to fund the bus facility improvements. The grant requires a 20 percent local match. The \$270,000 required local match is budgeted in the 2011-2020 Capital Improvement Program. On August 21, 2012, the City Council approved a resolution authorizing the issuance of general obligation bonds for the match amount of \$270,000.

Analysis: Transit staff have received and filed the grant for the \$1,080,000 federal portion. Fiscal prudence requires amendment of the previous bonding resolutions to encompass the entire scope of the project, including the cost of financing.

Financial Consideration: The total project cost is \$1,350,000. The federal share is \$1,080,000, and the local match is \$270,000.

Legal Consideration: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council adopt the resolution and authorize the necessary signatures.

Attachments: Bonding Resolution

FIRST PUBLISHED IN THE WICHITA EAGLE ON July 26, 2013

RESOLUTION NO. 13-131

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO DESIGN AND CONSTRUCT DOUGLAS AVENUE BUS FACILITY IMPROVEMENTS IN DOWNTOWN.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

SECTION 1: Section 2 of Resolution No. 12-199 of the City of Wichita, Kansas, adopted August 21, 2012, is hereby amended to read as follows:

“SECTION 2: That the cost of said public improvements, interest on interim financing and associated financing costs shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156 (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2. The total cost is estimated not to exceed \$1,350,000, exclusive of the financing cost on borrowed money.”

SECTION 2: The previous version of Section 2 of Resolution No. 12-199 of the City of Wichita, Kansas is hereby rescinded and replaced with the amended version in the foregoing section.

SECTION 3: Resolution No. 13-051 of the City of Wichita, Kansas, adopted on March 26, 2013, is hereby rescinded.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 23rd day of July, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

**City of Wichita
City Council Meeting
July 23, 2013**

TO: Mayor and City Council

SUBJECT: Wichita Transit Title VI Program (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the 2013 Wichita Transit Title VI Program.

Background: In accordance with Federal legislation, Wichita Transit is required to update and implement a Title VI program every three years. The updated Title VI Program will replace the current Title VI Program which is set to expire July 31, 2013. Title VI is a Federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Analysis: The Title VI program identifies responsibilities of Wichita Transit to meet Federal legislation in regards to implementation of FTA (Federal Transit Administration) Title VI Program requirements.

Financial Considerations: None

Legal Considerations: The Law Department has reviewed and approved the Title VI Program as to form.

Recommendations/Actions: It is recommended that the City Council approve the 2013 Wichita Transit Title VI Program.

Attachments: Wichita Transit Title VI Program

Wichita Transit Title VI **Program**

Title VI is a Federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Wichita Transit
777 E. Waterman
Wichita, KS 67202
P: 316-265-1450**

Adopted July 23, 2013

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Introduction

Wichita Transit is the fixed route operating system for the Wichita Urbanized Area. It is a department of the City of Wichita and operates as an FTA direct recipient. Wichita Transit operates fixed route vehicle and demand –response vehicles for ADA transportation. Wichita Transit is in a large UZA of over 200,000 people.

Wichita Transit submits this Title VI Program as an update to the previously approved program. The previous program was approved on July 20th, 2010.

As a transit provider operating less than 50 fixed route vehicles during peak, Wichita Transit is not required to submit the following requirements that had been required in the previous Title VI program:

- Demographic and service profile maps and charts
- Demographic ridership and travel patterns, collected by surveys
- Results of their monitoring program and report, including evidence that the board or other governing entity or officials considered, was aware of the results, and approved the analysis
- A description of the public engagement process for setting the “major service change policy,” disparate impact policy, and disproportionate burden policy
- Results of service and/or fare equity analyses conducted since the last Title VI Program submission, including evidence that the board or other governing entity or official(s) considered, was aware of, and approved the results of the analysis

Wichita Transit assures that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Wichita Transit meets this assurance by providing the documentation on the following pages in accordance with FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”

The following Notice is posted at the Transit Center on the bulletin board and at the Transit Administration Offices at the front desk. The Notice will be put in buses and vans as requested.

Notifying the Public of Rights Under Title VI

THE CITY OF WICHITA, KANSAS

The City of Wichita, Kansas, operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Wichita.

For more information on the City of Wichita's civil rights program and the procedures to file a complaint, contact (316) 265-1450; or visit our administrative office at 777 E. Waterman, Wichita, KS, 67202. For more information, visit www.wichitatransit.org

A complainant may file a complaint directly with the Federal Transit Administration:

Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Avenue SE
Washington, DC 20590

- If information is needed in another language, contact (316) 265-1450
- Si se necesita información en otro idioma, póngase en contacto (316) 265-1450

WICHITA TRANSIT POLICIES AND PROCEDURES

Date Adopted: May 1, 2013

Procedure No. 1.18

Subject: **Title VI Complaint Procedure**

Supersedes: NEW

PURPOSE:

In order to comply with Federal Transit Administration's requirements and guidelines, as a recipient of federal funds, Wichita Transit (WT) must develop procedures for investigating and tracking Title VI complaints filed, and make procedures for filing a complaint available to members of the public.

RESPONSIBILITIES:

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin may file a Title VI complaint. WT investigates complaints received no more than 180 days after the alleged incident and will process complaints that are complete.

PROCEDURE:

Once the complaint is received, WT will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether or not the complaint will be investigated by our office.

WT has 60 business days to investigate the complaint. If more information is needed to resolve the case, WT may contact the complainant. The complainant has 15 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, WT can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, he/she will issue one of two letters to the complainant: 1) a closure letter or 2) a letter of finding. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A letter of finding summarizes the allegations and the interviews regarding the alleged incident and explains whether or not any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, he/she has 30 days after the date of either letter to do so.

A complainant may also file a complaint directly with the Federal Transit Administration:

Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Avenue SE
Washington, DC 20590

Title VI Complaint Form

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party: _____				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply):				
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.				
_____ _____				
Section IV				
Have you previously filed a Title VI complaint with this agency?			Yes	No

Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal Agency: _____

☐ Federal Court _____ ☐ State Agency _____

☐ State Court _____ ☐ Local Agency _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Section VI

Name of agency complaint is against:

Contact person:

Title:

Telephone number:

You may attach written materials or other information you think is relevant to your complaint.

Signature (required)

Date

Please submit this form in person at the address below or mail this form to:

Wichita Transit Title VI Coordinator
777 E. Waterman
Wichita, KS 67202
P: 316-265-1450
E: wichitatransit@wichita.gov

Title VI Investigations, Lawsuits, and Complaints

Wichita Transit has not had any Title VI Complaints filed since the last update. There are currently no pending investigations or lawsuits pertaining to Title VI complaints against Wichita Transit.

	Date (xx/xx/xx)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

WICHITA TRANSIT POLICIES AND PROCEDURES

Date: July 2, 2013

Procedure No. 1.19

Subject: **Public Participation Process**
Title VI Specific

Supersedes: New

PURPOSE:

The purpose of this procedure is to prescribe those actions required to inform and invite public participation from targeted Title VI communities in pending Wichita Transit activities.

REFERENCE:

FTA Circulars and guidelines

GENERAL:

Notices of public hearing will be published 15 days in advance of the hearing, or as early as practicable and are required generally for the following actions of WT:

1. All applications for FTA operating and capital grants prior to submittal.
2. All fare changes and route changes affecting 25% or more of the total service area.
3. Implementation of other significant changes.
4. Changes affecting majority Title VI communities.

RESPONSIBILITIES:

1. Division heads are responsible for the preparation of hearing notices pertaining to their areas of responsibility.

Example: The Superintendent of Transportation will be responsible for hearing notices of a route change.

2. The Administrative Secretary is responsible for publication of notice of public hearings and distribution of all notices.
3. The Administrative Secretary will be responsible for maintaining a file of certified notices of public hearing as provided by the publisher.
4. The Administrative Secretary is responsible to reach out to low-income and minority groups through neighborhood groups and social service agencies.
5. Outreach to specific groups will be based on census data collected by the Planner determining if any low-income or minority groups are affected.
6. The Director of Transit is responsible for oversight of the overall public notification and participation program.

PROCEDURES:

1. All notices shall be publicized as follows:

- a. Legal notices pertaining to grants, fare changes, route changes and any other significant change will be published 15 days in advance of the hearing if possible, or as early as practicable before the hearing.
 - b. City's contracted vendor, currently Wichita Eagle, will be used
 - c. Publications distributed primarily in minority communities
 - d. General releases (PSAs), if necessary
 - e. Placards placed in the Transit Center and on buses and paratransit vans. English and Spanish translations will be posted.
 - f. Direct mail or e-mail transmission to social service agencies that service the disabled or low-income community if necessary.
 - g. Informal notices will be distributed to the public through various means such as: posting at the Transit Center, social service agency or neighborhood group notification by e-mail (listserv based on effected groups).
 - h. Notification on the Wichita Transit website.
2. Copies of notices pertaining to paratransit operations will be sent by e-mail to all agencies of such services.
 3. Public Hearings and Meetings will be scheduled generally in the afternoon to accommodate work schedules. Wichita Transit will provide a ride home to every individual attending the meeting if the meeting time doesn't allow proper time to get home. Wichita Transit will only provide rides home to destinations along current transit routes for fixed route riders and curb to curb service for paratransit services. All meeting locations will be Accessible.
 4. Wichita Transit allows in person or written comment. In person comments will be accepted at scheduled public meetings or at requested meetings.
 5. Language or sign interpretation will be provided upon request to Wichita Transit.
 6. A copy of the certification of publication of notices pertaining to operating and capital grants will be placed in the appropriate file held by the Administrative Secretary.

WICHITA TRANSIT POLICIES AND PROCEDURES

Date Adopted: April 28, 2005

Procedure No. 3.1

Subject: **Information Dissemination**

Supersedes: Procedure No. 31
Information Dissemination
November 8, 2001

PURPOSE:

The purpose of this procedure is to ensure the widest dissemination of information regarding services, programs, and proposals. Any person who cannot communicate at a level that permits them to interact effectively with staff may receive assistance. Particular attention will be given to involve the disabled community in all matters pursuant to the Americans with Disabilities Act (ADA), including the use of Braille and audio and video presentations.

RESPONSIBILITIES:

Management and staff will develop and maintain liaisons with group home providers, organizations, social services agencies, neighborhood associations and places of employment oriented toward the disabled, low income and minority communities.

PROCEDURES:

The following checklist is the basic guideline for disseminating Wichita Transit information:

1. Proposals and service changes
 - a. Provide timely notifications in the appropriate form(s), i.e., Braille, audio cassette, etc.
 - b. Include ADA ramifications in media PSAs
 - c. Make announcements over Transit Center PA system
 - d. Post enlarged print notices: transit facilities, buses, vans, group homes, agencies and places of employment
 - e. Directly solicit involvement of the disabled, low income and minority communities.
 - f. Encourage inquiries, including TDD, and ensure staff responsiveness
2. Public hearings
 - a. All items listed in Item #1 above
 - b. Designate priority seating
 - c. Provide sign language presenters
 - d. Provide requested language interpreters
 - e. Provide additional accessible transportation
 - f. Provide additional after hours transportation
3. General
 - a. Publicize accessible routes and annotate schedules accordingly
 - b. Publicize availability of Transit Center TDD and other accessible features
 - c. Ensure currentness of Transit Center Braille signage
 - d. Monitor drivers' announcement of intersections, stops, etc.

Wichita Transit Public Participation 2010-2013

Wichita Transit has had two instances of holding public hearings due to proposed changes in fares or service during the 2010-2013 timeframe. Below are descriptions for each:

1. Wichita Transit increased fares in September of 2011. A Public Hearing was held on June 23rd, 2011 proposing eliminating Saturday service and increasing the base fare by 50 cents. As a result of the public hearing, the Wichita City Council only increased fares but voted against eliminating Saturday service. Wichita Transit provided a ride home to each attendee due to the hearing occurring at 6:30 PM. Wichita Transit wanted the public to be able to attend the meeting after work so scheduled for 6:30 PM and opted to provide transportation home since the system closes at approximately 7:15 PM. A Title VI Equity Analysis was conducted on the fare increase.
2. Wichita Transit held a public hearing on April 30th, 2012 proposing the elimination of peak service and the Westside Connector route. As a result of the Public Hearing the Wichita City Council increased funding to Wichita Transit and voted against eliminating peak service and the Westside Connector route. Wichita Transit again provided a ride home to each attendee due to the hearing occurring at 6:30 PM.

Wichita Transit Limited English Proficiency Policy LEP

July 2013

Wichita Transit is committed to providing equal opportunity in all programs and services to ensure full compliance with all civil rights laws, including Title VI of the 1964 Civil Rights Act which requires non-discrimination on the basis of national origin. Equal opportunity includes program access for persons with Limited English Proficiency (LEP).

This policy is based in part on Department of Transportation (DOT)'s suggested four-factor analysis which examines the number or proportion of limited English proficiency persons served, the frequency with which those persons come into contact with services, the nature and importance of services provided and the costs to Wichita Transit. This policy is intended to ensure Wichita Transit's compliance with the Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" and was drafted upon consideration of the services offered, the community served, the resources of Wichita Transit, and the costs of various language service options.

Limited English Proficient (LEP) persons refer to: Persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

It is the policy of the City of Wichita to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits. Any individual eligible for programs/services at the Wichita Transit who cannot speak, read, write, or understand the English language at a level that permits them to interact effectively with our staff has the following rights:

- **A right to qualified interpreter services.**
- **A right not to be required to rely on their minor children, other relatives, or friends as interpreters.**
- **A right to file a grievance about the language access services provided them.**

For information, access or to file a complaint, please contact one or more of the following:

Susan Leiker is the designated Equal Opportunity/Limited English Proficiency Coordinator. Leiker may be reached at 316-268-4531.

Talbert Showalter is Wichita Transit's designated Limited English Proficiency Coordinator. Showalter can be reached at 316-352-4807.

LEP Four-Factor Analysis and Language Assistance Plan:

Factor 1:

Wichita Transit has determined that the language(s) other than English that is/are most likely to be encountered by Wichita Transit employees is Spanish. Wichita Transit provides fixed route and paratransit services within the Wichita City limits. According to data from the U.S. Census Bureau, 85% of households in the City of Wichita speak only English (2010). The language most commonly spoken at home by City of Wichita citizens who are Limited English Proficient (LEP) is Spanish. According to the U.S. Census Bureau, 7% of Wichita's population (over the age of five) speaks less than very well.

Executive Order 13166 mandates that if the size of the language group exceeds more than 5% of the eligible population, all vital documents shall be translated. It was reported that 4.4% of Wichita's population speaks Spanish at home. Currently, no languages meet the 5% eligible population threshold mandating translated documents, though Spanish is the closest. Wichita Transit, therefore, will make a reasonable effort to translate all vital documents into Spanish. Until all vital documents are translated, this will occur on an as needed basis.

Wichita Transit will monitor the LEP population of those served or those who could be served by the Wichita Transit. If it is determined that other LEP language groups are seeking benefits/services or are potentially eligible to receive benefits/services, the Wichita Transit will adjust its methods and services to serve the new population accordingly. Any new LEP populations will be reflected in an updated version of the LEP plan. The following numbers reflect those which reflect the January 2012 population.

City of Wichita Population Language Spoken at Home	Percentage of Total Population (2010 Census)
Speak only English	84.8%
Speak Spanish (English less than very well)	4.4%
Speak Other Indo European (English less than very well)	0.3%
Speak Asian (English less than very well)	2.1%
Speak Other (English less than very well)	0.2%
Vietnamese (English less than very well)	1.2%
Chinese (English less than very well)	0.4%

Vietnamese and Chinese are subgroups of the Asian language group and are the only other groups that have a notable LEP population, though it is still a low percentage of the overall Wichita population.

The following map shows the concentration of Spanish speaking LEP persons not speaking English very well or less than very well. Wichita Transit's bus routes are included in the map showing which routes are closest to concentrations of Spanish speaking LEP persons.

Factor 2:

Wichita Transit keeps track of the frequency in which employees come in contact with LEP persons by driver and customer service clerk surveys. Customer Service Clerks come in contact with the public at two locations – The Wichita Transit Administrative offices and the Transit Center. Both locations assist customers in person and over the phone.

Factor 3:

Wichita Transit has found that North Broadway, North Waco, South Main, East Harry and South Broadway routes are more frequently used by Spanish Speaking LEP persons through the driver surveys. The driver surveys concur with data found in the map showing concentrations of Spanish speaking LEP persons along the same routes. Driver surveys showed that there are few, but some, encounters with Vietnamese and Arabic speaking LEP persons. The South Broadway has some encounters with Vietnamese speakers and the East 17th and East 13th routes have some encounters with Arabic speakers. Encounters other than Spanish were very minimal.

Factor 4:

Interpreter Services:

The City of Wichita provides interpreter services to all LEP individuals requesting interpretation services through Wichita Transit or the City of Wichita. Often, Wichita Transit is able to provide Interpreter Services upon request through bilingual Wichita Transit employees. Wichita Transit has 5 approved Spanish speaking bus operators. The hub and spoke system Wichita Transit runs allows for interpreters to help LEP persons at each line-up every half hour during peak times and every hour during the midday. If an employee encounters a LEP, Spanish speaking individual, the bilingual bus operators can be called upon to interpret during the line-ups. Wichita Transit also has an employee approved to interpret Arabic, one to interpret Thai and Laotian, and one to interpret Vietnamese.

Wichita Transit does not require, suggest or encourage LEP individuals or families to use friends, family members or minor children as interpreters.

Community Outreach

Wichita Transit has contracted with La Familia Senior and Community Center to reach out to the Spanish speaking community. La Familia staff reaches out through presentations in the community, translation of documents, ‘How to Ride the Bus’ training, and answering information calls.

Translation of Documents

As a result of our analysis which indicates that 4.4% of Wichita residents speak Spanish less than very well, the Wichita Transit is continuing the process of translating designated vital documents into Spanish. English and Spanish applications and outreach material are available through Wichita Transit.

Additionally, English and Spanish brochures describing services are available at the various locations and at various community events, fairs and speaking engagements.

Compensation for Bilingual Services

Administrative Regulation 3.8 provides an opportunity for an employee who speaks a language other than English to be compensated. If fluent, the employee will receive an additional \$25 per pay period for interpretation and \$50 per pay period for interpretation and translation ability. Currently the City of Wichita has more than 45 Spanish speakers, 6 Vietnamese speakers, one German speaker and one Chinese speaker on the list.

LEP Implementation Based on the Four-Factor Analysis:

Wichita Transit's service area does not include any group that doesn't speak English very well or at all that is more than 5% of the population. Spanish speaking individuals get the closest to that at 4.4%. Because it is likely that the actual number of Spanish speakers that do not speak English very well or at all is higher than the census data and Wichita Transit has a high number of encounters with Spanish speaking individuals, vital documents are translated into Spanish. Wichita Transit also has bilingual employees to assist with interpretation. Wichita Transit can also use the list of interpreters approved by the City of Wichita organization if there are no Transit employees available at the time of need. Vietnamese speakers are the second highest group that does not speak English very well or at all in the Wichita City limits, but Wichita Transit does not have a high number of encounters with the Vietnamese speaking population. Wichita Transit has an employee that can interpret Vietnamese and can use the list of approved Vietnamese interpreters from the City of Wichita list if that employee is not available.

Wichita Transit will start to use the "I Speak" cards to meet interpretation and translation needs more quickly. Wichita Transit uses a phone line to interpret any language upon request.

Wichita Transit provides notice of LEP Assistance in English and Spanish and posts at the Transit Center and at the reception desk of the Admin Offices. Wichita Transit will start putting the notices of LEP Assistance in Transit Vehicles.

Wichita Transit has all vital documents translated into Spanish and is in the process of translating other documents into Spanish. Wichita Transit has worked with La Familia Senior and Community Center to translate documents into Spanish. Wichita Transit will translate documents into other languages upon request using either City of Wichita employees approved to translate or phone translation services.

Wichita Transit has used driver and customer service clerk surveys to monitor LEP activities in the past, but will start to incorporate other techniques to get a more well-rounded evaluation of LEP needs. Wichita Transit will start to track LEP encounters on customer service calls and in-person customer service encounters instead of customer service surveys. Wichita Transit will continue to use driver surveys to track encounters on buses so as to not put too much burden on the drivers distracting them from safe driving practices. Census data and the American Community Survey data will be used as available to update the proportion of LEP Persons in the service area.

Wichita Transit holds quarterly trainings for all Transit employees. The safety meeting in the first quarter of 2013 included cultural sensitivity training. At the training, operators learned about the Hispanic culture and helpful terms to assist Spanish speaking LEP persons riding the bus. Wichita Transit plans to implement a more targeted LEP training, which will include training on how to use the 'I Speak' cards, the process for assisting an LEP person, and the provision of a list of interpreters to be used in specific circumstances.

Definition of Terms:

• ***Effective Communication*** – In any **City of Wichita** Department setting that provides assistance; effective communication occurs when agency staff have taken reasonable necessary steps to make sure that a person who is LEP is given adequate information in his/her language to understand the services, benefits or the requirements for services or benefits offered by any **City of Wichita** Department. These steps must allow an individual the opportunity to qualify for the benefits or services provided by the City without unnecessary delay due to the person's LEP. Effective communication also means that a person who is LEP is able to communicate the relevant circumstances of his/her situation to City staff.

• ***Interpretation*** – Interpretation means the oral or spoken transfer of a message from one language into another language.

• ***Limited English Proficiency*** – A person with limited English proficiency or "LEP" is not able to speak, read, write or understand the English language well enough to allow him/her to interact effectively with City staff.

• ***Meaningful Access*** – "***Meaningful access***" to programs and services is the standard of access required of **Wichita** Transit since the City receives federal funding. Meaningful access requires compliance by **Wichita** Transit with federal LEP requirements as set out in relevant federal laws. To ensure meaningful access for people with LEP, **Wichita** Transit must make available to applicants/recipients of services language assistance that results in accurate and effective communication that does not result in undue delay or denial of benefits to which the LEP applicant/recipient is eligible.

• ***Translation*** – Translation means the written transfer of a message from one language into another language.

• ***Vital Documents*** – forms or documents designed and utilized by **Wichita** Transit that are critical for accessing federally funded services or are required by law. Vital documents can include but are not limited to; applications for programs, consent forms or letters designed for requesting eligibility documentation.

• ***Outreach Documents*** – City designed documents utilized to provide information to the general public but targeting individuals who are eligible or may be eligible for programs offered by the **Wichita Transit**.

Membership of Wichita Transit Advisory Board

Body	Caucasian	Latino	African American	Asian American	Native American
Population (2010 census)	65%	15%	11%	5%	1%
Transit Advisory Board	94%	0%	6%	0%	0%

Wichita Transit is currently trying to downsize its Transit Advisory Board membership to a more functional size. The board originated as a 21 member board. There are currently 16 members on the board and the goal is to get to a 15 member board through attrition. The Director of Wichita Transit will work with City Council Members, when appointments are due, to encourage more diverse board appointments. If there are known minorities interested in joining the Transit Advisory Board, the Director of Wichita Transit will nominate those persons to City Council Members for appointment.

Subrecipient Monitoring

Wichita Transit started a new oversight program for sub-recipients in early 2013. As a part of that oversight, there is a section on Title VI that has 3 questions:

- 1) Who is the sub-recipients designated individual/position for ensuring that all civil rights obligations are fulfilled?
- 2) Does the sub-recipient maintain a log of complaints?
- 3) Have any civil rights complaints been filed against the sub-recipient in the past three years?

It was found that two of the six agencies did not have a Title VI policy and none of them had a complaint log. Both agencies are to have a policy in place by June 30th. All subrecipients said they had received no civil right complaints in the last three years. The following describes how Wichita Transit provides assistance to agencies and the process used for agency oversight:

Until 2013, Wichita Transit provided little technical assistance to our private providers (subrecipients) about complying with federal requirements. In January 2013, we kicked off a more formalized effort to build better relationships between Wichita Transit and the private providers (subrecipients) in order to educate them on what federal requirements needed to be met because they were receiving federal funds. An “Oversight Compliance Manual” was developed to educate the agencies on the federal compliance regulations. A list of common Transit terms (glossary) was developed to help them through the process. Also developed were standardized NTD monthly and annual reports to ensure agencies would provide better and timelier reporting data.

The “Oversight Compliance Review” process was started by meeting with each individual agency’s management staff and discussing with them the process that was going to take place during the review. Once this was accomplished, individual agency “site reviews” were set up. This took place in late March and early April 2013. At these site reviews, we went over the Oversight Compliance Review Manual (answering questions associated with each section). Documentation was requested from them (policies, procedures and forms), including Title VI Program. A “draft” of initial findings is completed. The initial draft is then taken to the agencies to go over the findings and come to an agreement as to when the findings

need corrective actions submitted to Wichita Transit for review. Wichita Transit will review the corrective actions to ensure that they meet the federal requirements. Once the corrective actions have all been addressed and accepted by Wichita Transit, a formal “closeout letter” will be sent to each agency stating that everything has been accepted and approved. Wichita Transit will review the agencies annually.



WT Maintenance Facility Cost Estimate

	Size	Cost/Foot	Extended Cost
Maintenance building	140' x 90'	\$ 100	\$ 1,260,000
Land (in-kind match – City of Wichita)			355,000
Major equipment / parts and tire inventory		<i>see table above</i>	170,000
Paving	27,000 ft ²	\$6 per ft.	162,000
Project contingency: 5% of project			90,000
Miscellaneous items: planning, design			125,000
TOTAL			\$ 2,162,000

Miscellaneous Facility Design Features

During the design phase of the maintenance facility, the numerous items included in a transit facility will need to be addressed. The following list is provided to assist in the design of a functional facility that will serve WT for many years. The list is not expected to cover every aspect of the facility, and WT may wish to visit some recently-constructed facilities for additional ideas.

- ☐ All maintenance bays should be designed to allow for vehicles to pull through without backing.
- ☐ The security of the maintenance section must be maintained. The design of the facility often requires or invites unauthorized personnel to walk through the maintenance area. Vehicle operators have not received the proper training, nor are they given the required personal protective equipment, to be in the vehicle maintenance area. Therefore, WT must take steps to limit the operators in the maintenance area.
- ☐ There should be a waiting area for operators to wait in while their vehicle is being repaired.
- ☐ WT should consider designating at least one bay for quick oil changes to minimize the operator wait time and vehicle down time.

Environmental Analysis Issues

1. Community disruptions and environmental justice

Since this location is presently adjacent to the current TOC facility, surrounded by light industrial buildings, no disruption of low-income or the minority business community will result from this project.

2. Impact on safety and security

This project will benefit from the existing security activities already in place for the current TOC facility. New security cameras will be installed at the new facility, and the existing six-foot fence and gate at the TOC facility will be moved up to enclose the new facility.

3. Noise/water/air quality

The project does not anticipate any additional noise/water/air quality issues to result from this project. The current van fleet is housed at the present location. The City of Wichita is currently in attainment status and has been in compliance with National Ambient Air Quality Standards since 1989. Attachment #2 shows the City of Wichita report on CO₂ emissions covering the last eight years.

4. Impact on wetlands

The location of this project is in the east central business district of the City of Wichita. No wetlands or wildlife issues are present at this time.

5. Flooding impact

The proposed area is not in a flood hazard zone. Wichita has a major perimeter drainage system which channels storm water to the north and west of the downtown area. When the original layout for this site was designed, two storm water detention ponds were build adjacent to this location to help support drainage for both the present TOC and any future site development. Attachment #7 is the FEMA flood plain map (#20173C0365E, effective date February 2, 2007) that verifies this site is out of the 100-year flood plain zone.

6. Impact on navigable waterways and coastal zones

The project is not located near any navigable waterways or coastal zones.

7. Impact on ecologically-sensitive areas

The project will be located in an industrial area directly east of downtown Wichita. It is an urban area fully developed for light industrial use. No natural resources will be impacted by this project.

8. Farmland protection

The project will be located in an industrial area directly east of downtown Wichita and will not impact any farmland or agricultural use of this property location.

9. Impact on endangered and threatened species

The project location will not impact any threatened or endangered species based on current land use.

10. Impact on traffic and parking

The planned location for the facility was designed and built to handle the current traffic patterns associated with bus and van fleet operations of WT. No additional vehicle trips will occur, since the van fleet is already operating out of the current Transit Operations Center. In fact, this proposed site will save extra van trips (estimated to be 500 annually) because it will not have to travel to another maintenance location.

Approximately 24 additional parking spaces will be added for this new facility. This number is based on several factors that include:

- ☐ Parking for the existing TOC facility staff is inadequate. There are 68 spaces for parking in the rear of the TOC. Presently, there are 82 employees who are on-site for employment during daytime hours, thus showing a net deficit of 14 parking spaces needed
- ☐ Currently, our number of ADA parking spaces (four) needs to be increased by two (for a total of six) to meet the needs of employees. This will reduce existing spaces available for parking in the rear.
- ☐ Increases have occurred in van drivers and maintenance personnel since the TOC was planned, thus adding to the additional need for parking spaces.
- ☐ Parking in front of the TOC (13 spaces) is reserved for supervisors' vehicles, visitors/customers, and ADA.
- ☐ The new van maintenance facility will require parking spaces for three additional staff, visitor, ADA, and transition vehicles from the service area.

11. Energy and green building certification

WT will comply with any applicable new construction codes that are consistent with the requirements under the FTA master grant agreement.



12. Impact on historic properties and parklands

This landsite is not a part of, or located within a 500-foot radius of, any historic preservation district. Please see Attachment #3 for a copy of a letter from the state historic preservation officer approving this project.

13. Impact caused by construction

The current location site will not require any demolition, and preliminary site preparation will be minimal. The staging area of construction will be confined to the open space adjacent to the property and will be secured by the current system in place for the existing transit operations. Minimal disruption to business and traffic flow located in the area is anticipated.

14. Visual/aesthetic impact

The current location already has been landscaped at the street access to the property. This should not be affected by the addition of this project. Additional landscaping is planned around the building, and some signage is planned for identification from the street.

15. Impact on secondary development

No additional development is planned at this time. There will be some space available at the site to expand the facility, if necessary, based on increase in service.

16. Hazardous materials

In 1975, the City of Wichita established a plan to clean any groundwater contamination in the downtown center core area of the city. This program, designated as the Gilbert and Mosley project, funded any cleanup that was found to be necessary. In 1999, when the main TOC facility was built on the current site, a full environmental assessment was done on this property, and disposal of topsoil was completed to bring this property into full compliance. This included the current landsite that is identified for the project. No additional hazardous material concerns are present at this time. See Attachment #4 dated May 30, 2007, from Doris Leslie, environmental specialist, detailing the process followed.



17. Public involvement

A public hearing will be held June 1, 2007, at 10:00 AM in WT's conference room asking for public input on this project. Any feedback received at that time will be sent to the FTA for review. In addition, the City of Wichita will also ask for input when it formally approves the application for funding for this project at a meeting of the city council on June 5, 2007. See Attachment #5 for the legal notice publication.

Conclusion

In preparation for a new maintenance facility for Wichita Transit, the proposed fleet was examined, along with peer group and industry standards for space requirements. The new facility will incorporate the vehicle maintenance and administration functions for the 40-vehicle fleet. The basic requirements are presented above for consideration during the design phase.

WICHITA TRANSIT TITLE VI PROGRAM

APPROVED on _____, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

Wichita Transit Service Standards

Vehicle Load:

Wichita Transit operates a bus fleet including the following seating capacities:

- 35 ft bus with **37** seats: 27 buses
- 35 ft bus with **32** seats: 9 buses
- 40 ft bus with **43** seats: 4 buses
- 29 ft bus with **27** seats: 9 buses

The vehicle load for fixed route buses is 0.55. Capacity should not exceed 1.5 for all bus types

Wichita Transit operates a van fleet including the following seating capacities:

- Van with **10-16** seats and **1-3** wheelchair spaces: 22 vans
- Van with **10-16** seats and **1-6** wheelchair spaces: 2 vans

The paratransit vehicle load should not exceed 1, which is all passengers seated.

Vehicle Headway:

The Vehicle Headway for fixed route buses is as follows:

- Two 90 minute routes: 30 minute frequency all day weekdays and Saturdays
- Two 60 minute routes: 60 minute frequency all day weekdays and Saturdays
- Twelve 60 minute routes: 30 minute frequency during am and pm peak weekdays and 60 minute frequency during the midday and all day Saturdays
- One downtown fixed route: 20 minute frequency Monday – Thursday and Saturday from noon to 6 pm; 10 minute frequency Friday and 6 pm to midnight on Saturday
- Wichita Transit does not operate service on Sundays.

Policy is to operate no more than 60 minute frequencies and to move toward more 30 min frequencies during midday and for those routes operating 60 min all day.

Wichita Transit Service Standards

On Time Performance:

On time performance for fixed route service is less than 1 minute early or less than 5 minutes late. Fixed route on time performance is **72.6%**.

On time performance for paratransit service is a 30 minute window. Anything picked up after the 30 minute window is considered late. Wichita Transit does count early pick-ups as not on time because the driver will wait until the window starts if the client is not ready for pick-up. On time performance for paratransit service is **95.7%**.

Service Availability:

Wichita Transit operates fixed route system within the Wichita City Limits and works on a hub and spoke system. 13 routes pulse in and out of the downtown Transit Center. 3 routes run circulator service but have transfer points with the pulse routes. Fixed routes operate on a flag system so there are no designated stops. Buses will stop at any safe corner to pick up or drop off passengers. Wichita Transit covers 91% of Wichita within $\frac{3}{4}$ mile.

Paratransit service is available to anyone qualified and has a pick up and drop off location within the Wichita City Limits. Wichita Transit does not limit or charge a premium to those whose pick up or drop off location is outside $\frac{3}{4}$ miles of a fixed route.

Wichita Transit's policy is to cover 90% of Wichita within $\frac{3}{4}$ mile of a fixed route and board or alight at any safe corner. The paratransit policy is to pick-up or drop-off anywhere within the Wichita City limits. Wichita Transit will study its service availability policy in late 2013.

Wichita Transit Service Policies

Transit Amenities:

The following is the list of benches and shelters for each route. S plus a number means the amenity is a shelter. B plus a number means the amenity is a bench. SM under the Title VI column means the amenity is in significant minority.

Wichita Transit's Policy is to stop at any safe corner. A flag stop system is operated so there are currently no designated stops in the Wichita Transit system. It is policy that bench and shelter locations are distributed equally among routes and placed at high use stops as determined by automatic passenger counts and driver surveys. Going to a designated stop system is to be studied in late 2013.

	Bench and Shelter Locations	Title VI	Bus Route
B1	SW Douglas and Grove, facing Douglas		College Hill
B2	SW Douglas and Hillside		College Hill
B3	SW Douglas and Hydraulic		College Hill
B4	SW Kellogg Dr. and Lightner		College Hill
B5	SW Douglas and Ida		College Hill
B6	SE Edgemoor & Lexington, facing Edgemoor		College Hill
B7	NE Douglas & Ohio, facing Douglas		College Hill
B8	SW Kellogg Dr. and Woodlawn		College Hill
B9	SW Douglas and Circle Dr.		College Hill
B10	NW Douglas & Matheson, facing Douglas		College Hill
B11	SW Douglas & Pattie, facing Douglas		College Hill
B12	NE Douglas & Hillside		College Hill
B13	SE Douglas & Lulu		College Hill
B14	NW Webb Rd. & Kellogg, facing Webb Rd.		College Hill
B15	SE Douglas & Green		College Hill
S1	NE 9th St. and Minnesota (KU med school), facing Minnesota	SM	East 13th
S2	NE 13th St. and Woodlawn, facing 13th St.		East 13th
S3	NW 9th St. and Grove, facing 9th St.	SM	East 13th
S4	SE 13th St. and Oliver	SM	East 13th
S5	NE 13th & Pershing, facing 13th (pending Phase IV)	SM	East 13th
B16	NE 9th St. and Grove, facing Grove	SM	East 13th
B17	SE 13th St. and Grove	SM	East 13th
B18	NW 13th St. and Oliver, facing 13th St.		East 13th
B19	SE 10th St. and Hydraulic	SM	East 13th
B20	SE 13th St. and Gardner		East 13th
B21	SW 13th St. and Woodlawn		East 13th
B22	NW 10th St. and Grove	SM	East 13th
B23	NW Elm and St. Frances		East 13th

B24	NE 13th St. and Vesta	SM	East 13th
B25	NE 13th St. and Gouverneur		East 13th
B26	NW 10th St. and Minneapolis	SM	East 13th
B27	SW 10th St. & Cleveland, facing Cleveland	SM	East 13th
B28	NE 9th & Madison, facing 9th	SM	East 13th
B29	SW13th & Grove, facing Grove	SM	East 13th
S6	NE 17th St. and Fairmount, facing 17th St.	SM	East 17th
S7	SE 21st St. and Oliver, facing 21st St.	SM	East 17th
S8	NW 17th St. and Hillside, facing 17th St.	SM	East 17th
S9	NW Woodlawn and 21st St., facing Woodlawn	SM	East 17th
B30	SW 17th St. and Spruce, facing 17th St.	SM	East 17th
B31	NW 21st St. and Woodlawn, facing 21st St.		East 17th
B32	SE 17th St. and Minnesota, facing 17th St.	SM	East 17th
B33	NE 21st St. and Edgemoor, facing 21st St.		East 17th
B34	21st St. and Battin, facing 21st St.	SM	East 17th
B35	North side of 17th St. at 17th and Bluff, facing 17th St. (IB)	SM	East 17th
B36	NE corner 17th St. and Piatt, facing 17th St.	SM	East 17th
B37	21st St. in front of Spangles, facing 21st St.	SM	East 17th
B38	SW 17th St. and Ash, facing 17th St.	SM	East 17th
B39	NE 17th St. and Vouutsia, facing 17th St.	SM	East 17th
B40	11th & Emporia, facing Emporia (pending Phase IV)		East 17th
B41	SE Emporia and Pine, facing Emporia		East 17th
B42	SW 3rd St. and St. Francis, facing St. Francis		East 17th
B43	NE 17th & Grove, facing 17th	SM	East 17th
B44	SE 21st & Battin, facing 21st	SM	East 17th
B45	NW 17th & Chautaugua, facing 17th	SM	East 17th
B46	11th & St Frances, facing St. Frances (pending Phase IV)		East 17th
B47	13th & Emporia, facing Emporia (pending Phase IV)		East 17th
B48	SW Topeka & Central, facing Topeka		East Central
B49	NW Central & Webb, facing Central		East Central
B50	NE 3rd St. and Emporia, facing Emporia		East Central
B51	SW Central and Crestway, facing Central		East Central
B52	SE Hillside & Murdock, facing Murdock		East Central
B53	SW Central and Bluff, facing Central		East Central
B54	SW 3rd St. and Topeka, facing Topeka		East Central
B55	NE Central & rock Rd., facing Central		East Central
B56	NE Central and Hillside, facing Hillside		East Central
B57	SE Douglas and Rock Rd., facing Douglas		East Central
B58	SE Central and Woodlawn, facing Central		East Central
B59	SE Murdock & Rutan, facing Murdock		East Central
B60	NE Central and Woodlawn, facing Central		East Central
B61	NW Central and Webb, facing Central		East Central
B62	NW Central and Rock Rd., facing Central		East Central
B63	NW Central and St. Francis, facing Central		East Central
B64	NE Central and Hillside, facing Central		East Central
B65	West of Central and Rock Rd., SE corner facing Central		East Central
B66	SE Central and Oliver, west of Dillon's store entrance, facing Central		East Central

B67	NW Central and Oliver, in front of Quik Trip, facing Central		East Central
B68	NW Central & Old Manor, facing Central (pending phase IV)		East Central
B69	NW Central & Edgemoor, facing Central		East Central
S10	SW Harry & Old Manor, facing Harry	SM	East Harry
S11	NW Harry & Battin, facing Harry	SM	East Harry
S12	NE Harry and Longfellow, facing Harry		East Harry
S13	NW Harry & Clifton, facing Harry (pending Phase IV)		East Harry
S14	East Kellogg WalMart		East Harry
B70	NW Harry & Hydraulic, facing Harry		East Harry
B71	NE Harry & Fabrique, facing Harry		East Harry
B72	SE Harry and Rock Road, facing Harry		East Harry
B73	NW Harry and George Washington Blvd., facing Harry		East Harry
B74	NE Harry and Gouverneur, facing Harry		East Harry
B75	NE Harry and Burger King driveway, facing Harry		East Harry
B76	SW Harry and Grove, facing Harry		East Harry
B77	NE Harry and Barlow, facing Harry	SM	East Harry
B78	SW Harry and Green, facing Harry		East Harry
B79	SW Harry & Woodlawn, facing Harry (pending phase IV)		East Harry
B80	NE Harry and Clifton, facing Harry		East Harry
B81	SW Harry and Volutsia, facing Harry		East Harry
B82	NE Lincoln and Emporia, facing Emporia		East Harry
B83	SE Harry and Fabrique, facing Harry		East Harry
B84	NE Harry and Parkwood, facing Harry		East Harry
B85	SW Harry and Battin, facing Harry	SM	East Harry
B86	NE Harry and Bleckley, facing Harry		East Harry
B87	SW Harry and Elpyco, facing Harry		East Harry
B88	SE Harry & Georgetown, facing Harry		East Harry
B89	NW Harry and Blufview, facing Harry		East Harry
B90	SW Harry & Cypress facing Harry		East Harry
B91	SW Emporia & Gilbert, facing Emporia		East Harry
B92	NE Harry & Harry Ct, facing Harry (pending phase IV)		East Harry
B93	SW Harry & Cypress , facing Harry (pending phase IV)		East Harry
S15	NE Lincoln and Hydraulic, facing Lincoln		East Lincoln
S16	NE Lincoln and Oliver, facing Lincoln		East Lincoln
B94	SW Lincoln & Gouverneur, facing Lincoln		East Lincoln
B95	NE Lincoln & Woodlawn, facing Lincoln	SM	East Lincoln
B96	NE Lincoln & Lightner, facing Lincoln		East Lincoln
B97	NW Lincoln & Edgemoor, facing Lincoln		East Lincoln
B98	NE Lincoln & Grove, facing Lincoln		East Lincoln
B99	SW Lincoln & Hillside, facing Lincoln		East Lincoln
B100	NE Lincoln & Beverly, facing Lincoln		East Lincoln
B101	SE Lincoln & Pinecrest, facing Lincoln		East Lincoln
B102	SW Lincoln & Ida, facing Lincoln		East Lincoln
B103	NE Lincoln and Gouverneur, facing Lincoln	SM	East Lincoln
B104	SW Lincoln and Pattie, facing Lincoln		East Lincoln
B105	SW Lincoln & E Blvd Plaza, facing Lincoln		East Lincoln
B106	SW Lincoln and Terrace, facing Lincoln		East Lincoln

B107	SE Lincoln and Woodlawn, facing Lincoln	SM	East Lincoln
B108	NW Waterman & Washington, facing Waterman		East Lincoln
B109	NE Lincoln & Pinecrest, facing Lincoln (pending Phase IV)		East Lincoln
B110	NW Lincoln & Rock Rd, facing Lincoln (Pending Phase IV)		East Lincoln
B111	SW Lincoln & Fountain, facing Lincoln		East Lincoln
B112	SW Lincoln & Geo Washington, facing Lincoln		East Lincoln
B113	NE Lincoln & Green, facing Lincoln		East Lincoln
S18	NE 21st St. and Chautauquau, facing 21st St.	SM	North Broadway
S19	NE 21st & Kansas, facing 21st	SM	North Broadway
S20	NW 21st & Erie, facing 21st	SM	North Broadway
S21	NW 21st & Opportunity Dr, facing 21st	SM	North Broadway
B114	SW Grove and 25th, facing 25th St.	SM	North Broadway
B115	NE Broadway and 12th St., facing Broadway		North Broadway
B116	NE 21st & Estelle, facing 21st	SM	North Broadway
B117	NW 18th St. and Park Place, facing Park Place		North Broadway
B118	SW 17th St. and Broadway, facing Broadway		North Broadway
B119	NE 21st St. and Erie, facing 21st St.	SM	North Broadway
B120	NW 8th St. and Broadway, facing Broadway		North Broadway
B121	NE 21st St. and Roosevelt, facing 21st St.	SM	North Broadway
B122	SE Hillside and 27th St., facing 27th St.	SM	North Broadway
B123	NW corner Broadway and 11th St., facing Broadway		North Broadway
B124	NE 1410 E 21st , facing 21st (pending phase IV)		North Broadway
B125	SW 25th & Ash, facing 25th (pending phase IV)	SM	North Broadway
B126	NE 15th & Mosley, facing Mosley (pending phase IV)		North Broadway
S22	NW Maple & Richmond, facing Maple		Meridian
S23	SE 31st St. and West, facing West		Meridian
S24	Kansas Newman University		Meridian
S25	SW Meridian and WTI building driveway (5051 Meridian), facing Meridian		Meridian
S26	NE West and 13th St., facing West		Meridian
B127	SE West and Del Seinno, facing West		Meridian
B128	SE West and Zoo Blvd., facing West		Meridian
B129	SE Harry and Harry, facing West		Meridian
B130	NE Central and West, facing West		Meridian
B131	SW Douglas and Meridian, facing Meridian		Meridian
B132	NW Meridian and Pawnee, facing Meridian		Meridian
B133	SW Central and Edwards, facing Central		Meridian
B134	SW 21st St. and Amidon, facing 21st St.		Meridian
B135	606 West St., east side		Meridian
B136	NW Meridian and Savannah, facing Meridian		Meridian
B137	SE 9th St. and Waco, facing Waco		North Waco
B138	NW Arkansas and 27th St. (IB)		North Waco
B139	SE 21st St. and Waco, facing Waco (OB)		North Waco
B140	NE Arkansas and 25th St., facing Arkansas (OB)		North Waco
B141	NW 21st & Arkansas, facing Arkansas	SM	North Waco
B142	NW Waco and 9th St., facing Waco		North Waco
B143	ne 23rd & Arkansas, facing Arkansas	SM	North Waco

B144	SW Waco and Backbay Blvd., facing Waco		North Waco
B145	NW Waco and Central, facing Central		North Waco
B146	SW Waco and Murdock, facing Waco		North Waco
S27	SW 21st St. and Amidon, facing Amidon		Riverside
S28	SE 21ST & Amidon (at DMV entrance) facing 21st (pending phase IV)	SM	Riverside
B147	SW Big Lots driveway & Amidon facing Amidon		Riverside
B148	SE 23rd St. and Somerset, facing Somerset		Riverside
B149	NE 13th St. and McLean (OB)		Riverside
B150	SW 25th St. and Amidon, facing Amidon		Riverside
B151	NW N. River Blvd and Briggs, facing N. River Blvd		Riverside
B152	NE 21st St. and Sommerset, facing Sommerset		Riverside
B153	NW Amidon and Amidon Apts. driveway, facing Amidon		Riverside
B154	NE 13th & McLean, facing McLean (pending phase IV)		Riverside
B155	SW Amidon and Marina Lakes Mall driveway, facing Amidon	SM	Riverside
B156	SW 26th & Salina, facing Salina (pending Phase IV)		Riverside
B157	SW Amidon and Sweetbriar Mall driveway, facing Amidon		Riverside
B158	Amidon and Marina Point driveway		Riverside
S28	SW Central & Main , facing central (pending phase IV)		Riverside
S30	SW Central & Main, facing Main (pending phase IV)		Riverside
S31	SW Rock Rd. and 13th St., facing Rock Rd.		Rock Rd
S32	SE Rock Rd. and 32nd St. in front of WalMart, facing Rock Rd.		Rock Rd
S33	South side 32nd St. in front of Social Security office, facing 32nd St.		Rock Rd
B159	NE Rock Rd. and Central, facing Rock Rd.		Rock Rd
B160	SW Rock Rd. and 21st St. in front of Best Buy		Rock Rd
B161	SE Rock Rd. and 35th St., facing Rock Rd.		Rock Rd
B162	NW Rock Rd. and 37th St., facing 37th St.		Rock Rd
B163	SW 37th St. and Woodlawn, facing Woodlawn		Rock Rd
B164	SE Rock Rd. and 32nd St., facing Rock Rd.		Rock Rd
S34	SW Pawnee and Oliver, facing Oliver		South Broadway
S35	nw Pawnee & Hillside, facing Pawnee	SM	South Broadway
S36	NE Ross PKWY & Roosevelt, facing Roosevelt (pending Phase IV)	SM	South Broadway
B165	SE Broadway and Mt. Vernon, facing Mt. Vernon		South Broadway
B166	SW Oliver and Mt. Vernon, facing Mt. Vernon		South Broadway
B167	NE 31st St. and Davidson, facing 31st St.	SM	South Broadway
B168	NE Broadway and Mt. Vernon, facing Mt. Vernon		South Broadway
B169	NE Mt. Vernon and Washington, facing Mt. Vernon		South Broadway
B170	NW Broadway & Harry, facing Broadway		South Broadway
B171	NE Rutan and Sunnybrook, facing Sunnybrook		South Broadway
B172	NE Sunnybrook and Sunnybrook Ct., facing Sunnybrook		South Broadway
B173	SW Mt. Vernon and Washington, facing Mt. Vernom		South Broadway
B174	SW Mt. Vernon and Hillside, facing Mt. Vernon		South Broadway
B175	NW 31st St. and Oliver, facing 31st St.		South Broadway
B176	NW Mt. Vernon and Kansas, facing Mt. Vernon		South Broadway
B177	SW Ross Parkway and Leath, facing Ross Parkway		South Broadway
B178	SW Oliver & KinKaid, facing Oliver (pending Phase IV)		South Broadway
B179	2601 S Oliver, facing Oliver (pending Phase)	SM	South Broadway

B180	SW Bluff & Mt Vernon, facing Mt Vernon (pending Phase)		South Broadway
B181	SW Lewis & Topeka, facing Topeka (pending Phase IV)		South Broadway
S37	SE Pawnee and Broadway, Pawnee Plaza WalMart	SM	South Main
B182	NW Wassell and Hydraulic, facing Hydraulic		South Main
B183	SE Rose Marie & Hydraulic, facing Hydraulic (pending Phase IV)		South Main
B184	NW Hydraulic & Berkley, facing Hydraulic		South Main
B185	SE 47th St. and Hydraulic, facing Hydraulic		South Main
B186	SW Broadway and Kinkaid, facing Kinkaid		South Main
B187	SW Hydraulic and South City Mall driveway, facing Hydraulic		South Main
B188	SE Market and Mt. Vernon, facing Market		South Main
B189	NE Market and Harry, facing Market		South Main
B190	NW Broadway and Goodwill Industries driveway		South Main
B191	NE 47th St. and Hydraulic, facing 47th St.		South Main
B251	1928 E 47th facing 47th (pending Phase IV)		South Main
S47	45th & Hydraulic (at Riverside Mobile Home Ct) facing Hydraulic		South Main
S48	NW 47TH & Clifton, facing 47th	SM	South Main
S49	4600 block S. Clifton, West side, facing Clifton	SM	South Main
S50	4505 E 47th at Youthville	SM	South Main
S51	47th & Broadway Dillions Store		South Main
S52	SE Hydraulic & MacArthur, facing Hydraulic		South Main
S38	SW Seneca and 31st St., facing Seneca		South Seneca
B192	SE 2101 MacArthur, facing MacArthur		South Seneca
B193	SW 31st St. and Waco, facing Waco		South Seneca
B194	NE 31st St. and Seneca, facing Seneca		South Seneca
B195	NW 31st St. and Seneca, facing 31st St.		South Seneca
B196	SW Seneca and Lydia, facing Seneca		South Seneca
B197	SE Seneca and 29th St., facing Seneca		South Seneca
B198	SW Seneca and Pawnee, facing Seneca		South Seneca
B199	NW Seneca and Huntington Place Apts driveway, facing Seneca		South Seneca
B200	NE Seneca and Lydia, facing Seneca		South Seneca
B201	SE Meridian & MacArthur, facing Meridian		South Seneca
S39	2nd St. and Custer at Independent Living Center		West Central
B202	NW Douglas and Meridian, facing Douglas		West Central
B203	NE Central and West, facing West		West Central
B204	SW Maple and West, facing West		West Central
B205	SW Central and West, facing Central		West Central
B206	SW Central and Sheridan, facing Central		West Central
B207	SE Douglas and Meridian, facing Douglas		West Central
B208	SE 2nd St. and Seneca, facing 2nd St.		West Central
B209	SW Central and Florence, facing Central		West Central
B210	NE Central and Nevada, facing Central		West Central
B211	SW Central and Young, facing Central		West Central
B212	SE Central & West, facing Central		West Central
B213	NW Central and Barney's driveway, facing Central		West Central
B214	SE Douglas and Exposition, facing Douglas		West Central
B215	SW Douglas and Millwood, facing Douglas		West Central

B216	NE Douglas and Vine, facing Douglas		West Central
B217	SE Central and Elder, facing Central		West Central
B218	SW Douglas and Meridian, facing Douglas		West Central
B219	SE Central & Elder, facing Elder (pending Phase IV)		West Central
B220	SW Douglas & Ferm , facing Douglas		West Central
B221	NE Central & Kessler, facing Central		West Central
S40	SW Maple and West, facing Maple		West Maple
S41	SW Maple and Anna, facing Maple		West Maple
S42	NW Julie & Kellogg Dr, facing Kellogg Dr (Walmart)		West Maple
S43	351 Country Acres		West Maple
S44	NW Maple & Richmond, facing Maple		West Maple
B222	NE Maple and West, facing Maple		West Maple
B223	NW Maple & Anna, facing Maple		West Maple
B224	SW Julie & Hendryx, facing Julie (WalMart)		West Maple
B225	NE Maple and Tyler, facing Maple		West Maple
B226	SW Maple and Edwards, facing Maple		West Maple
B227	SW Maple and Tracy, facing Maple		West Maple
B228	NW Maple and Lawrence Dumont Stadium, facing Maple		West Maple
B229	NW Maple and Bebe, facing Maple		West Maple
B230	SW Maple & Richmond, facing Maple		West Maple
B231	North side of Dugan in front of Sam's, facing Dugan		West Maple
B232	NW Maple and Ridge Rd., facing Maple		West Maple
B233	SW Taft & Dugan , facing Taft		West Maple
B234	SE Maple and West, facing Maple		West Maple
B235	NE Maple and Gordon, facing Maple		West Maple
B236	NE Maple and West, facing Maple		West Maple
B237	SE Maple and Sycamore, facing Maple		West Maple
B238	NE Maple and McComas, facing Maple		West Maple
B239	SW Maple and Hiram, facing Maple		West Maple
B240	NW Maple & Sheridan, facing Maple (pending Phase IV)		West Maple
B241	NE Maple & Osage, facing Maple		West Maple
B242	SW Maple & Osage, facing Maple		West Maple
B243	SE Maple & Exposition, facing Maple		West Maple
S45	NW 13th St. and Dillon's driveway, facing 13th St. (west of Tyler Rd.)		Westside Connector
S46	SW Ridge Rd & 2nd, facing 2nd (pending Phase IV)	SM	Westside Connector
B244	SW corner Ridge Rd. and 21st St., facing Ridge Rd.		Westside Connector
B245	SE corner Maize and 21st St., facing 21st St.		Westside Connector
B246	NE McCormick and Tyler, facing Tyler		Westside Connector
B247	NE Maize and Maple, facing Maple		Westside Connector
B248	NE Tyler and Central, facing Tyler		Westside Connector
B249	SE Central and Crossroads Mall driveway, facing Central		Westside Connector
B250	SW Central and Boyd, facing Central		Westside Connector

SM = Significant Minority Population

Wichita Transit Service Policies

Vehicle Assignments:

Maintenance division and Operations division work together to assign vehicles to fixed routes. Maintenance places the vehicles in position in the garage and Operations assigns out the vehicles based on each run. Vehicles are assigned based on availability by the following priorities:

- Available 43 seat buses go to West Maple, North Broadway, East Central then the West Maple peak bus in that order to meet ridership demands.
- The 27 seat buses are assigned to peak tripper buses during the am and pm peak. Tripper buses are only on the road for 3 hours during peak.
- The rest of the 53ft buses that seat 32 or 37 are assigned out as available.
- All buses are 12 years old except the 43 seat buses, 2 37 seat buses and 4 27 seat buses which are 7 and 8 years old.
- Wichita Transit received 4 new buses in 2013 which have been consciously spread around to different routes since they've been in service.

Wichita Transit has no written procedure on vehicle assignment for fixed route but uses the above principles when assigning vehicles.

All paratransit vans are the same size and accommodate up to 3 wheelchairs except two which accommodate up to 6 wheelchairs. Those are assigned on an as needed basis. 18 vans are 3 years old and 6 vans, including the two that accommodate 6 wheelchairs, are 5 years old. Wichita Transit works to use the newer vans when possible.

City of Wichita
City Council Meeting
July 23, 2013

TO: Mayor and City Council

SUBJECT: Purchase Option (Coleman) (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution and authorize the necessary signatures.

Background: In 1993, the City Council approved the issuance of \$10,036,800 in Industrial Revenue Bonds (“IRBs”) for The Coleman Company (“Coleman”) to finance the new corporate headquarters on North Hydraulic. The City also entered into a Site Lease, Lease, and Indenture with Coleman securing the IRBs with all Coleman land and improvements in Wichita and Maize. The property securing the 1993 IRBs has carried through in subsequent bond issues. In 2002, bonds were issued in the principal amount of \$13,519,041.38 for the purpose of building improvements in Wichita and Maize and adding additional machinery and equipment.

The City has received notice from Coleman of its intention to exercise the IRB purchase option and requests approval of the deed back of the property financed by the 2002 IRBs.

Analysis: Under the provisions of the IRB Lease between Coleman (“Tenant”) and the City, the Tenant has the option, if all outstanding bonds and fees have been, or will be paid, to purchase the bond-financed facilities from the City of Wichita for the sum of \$1,000.

Financial Considerations: The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Special Warranty Deed, Bill of Sale and Termination of Lease Agreement and the delivery of such documents have been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council adopt the Resolution approving the Cancellation, Release and Discharge of the Ninth Supplemental Trust Indenture, Bill of Sale and Release of Ninth Supplemental Lease Agreement to convey the property to Coleman and authorize the necessary signatures.

Attachments: Resolution

RESOLUTION NO. 13-132

**A RESOLUTION OF THE CITY OF WICHITA, KANSAS,
AUTHORIZING THE CITY TO CONVEY TITLE TO CERTAIN
PROPERTY RELATING TO THE CITY'S TAXABLE REVENUE
BONDS, SERIES IX, 2002 (THE COLEMAN COMPANY, INC.);
AUTHORIZING EXECUTION OF A BILL OF SALE AND ALL SUCH
OTHER DOCUMENTS NECESSARY TO CONVEY TITLE TO SUCH
PROPERTY TO THE COLEMAN COMPANY, INC.**

WHEREAS, the City of Wichita, Kansas (the "Issuer"), has heretofore determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and its environs to issue its taxable industrial revenue bonds for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to existing facilities located in the City of Wichita, Kansas and the City of Maize, Kansas (collectively, the "Project"); and

WHEREAS, the Issuer previously issued its Taxable Industrial Revenue Bonds, Series IX, 2002 (The Coleman Company, Inc.) (the "2002 Bonds"), in the original principal amount of \$13,519,041.38, pursuant to a Trust Indenture dated as of December 1, 1993, as amended and supplemented, including by the Ninth Supplemental Trust Indenture dated as of December 1, 2002 (as supplemented and amended, the "Indenture"), all by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the "Trustee"), for the purpose of purchasing, acquiring, constructing and equipping a portion of the Project, as more fully described in the Indenture; and

WHEREAS, the proceeds of the 2002 Bonds were used to purchase certain property, as more particularly described on **Exhibit A** attached hereto (the "2002 Additions"); and

WHEREAS, the 2002 Additions comprise a portion of the Project; and

WHEREAS, the Issuer has leased the Project to The Coleman Company, Inc. a Delaware corporation (the "Tenant"), pursuant to the terms of a Lease dated as of December 1, 1993, as amended and supplemented, including by the Ninth Supplemental Lease dated as of December 1, 2002 (as amended and supplemented, the "Lease"), all by and between the Issuer and the Tenant; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Indenture and Lease; and

WHEREAS, Article XVI of the 1993 Lease and Article VIII of the Ninth Supplemental Lease provide that the Tenant may exercise its option to purchase the 2002 Additions at any time upon compliance with the provisions in the Lease including receipt by the Issuer of notice of the Tenant's intent to exercise such option; and

WHEREAS, the Issuer has received notice of the Tenant's intent to exercise its option to purchase the 2002 Additions and the Issuer wishes to expedite that process; and

WHEREAS, the Tenant has requested the Issuer waive any further notice of the exercise of the purchase option and execute a bill of sale conveying the 2002 Additions to the Tenant in accordance with the provisions of the Lease;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. The Issuer acknowledges the receipt of a letter notifying the Issuer of the Tenant's intent to exercise its option to purchase the 2002 Additions and hereby waives the notice requirements as set forth in the Lease.

Section 2. The Mayor or Vice Mayor and the City Clerk or Deputy City Clerk are hereby authorized to execute and deliver all documents necessary to effect the sale of the 2002 Additions to the Tenant including, but not limited to, a bill of sale, a termination and release of the Ninth Supplemental Lease, and a cancellation and discharge of the Ninth Supplemental Indenture, all in forms satisfactory to the City Attorney and Gilmore & Bell, P.C., as Bond Counsel. Such documents shall not be released until the Issuer receives: (a) a certification from the Trustee to the effect that the 2002 Bonds have been cancelled in accordance with the Indenture; (b) receipt by the City Clerk of a check to the Issuer from the Tenant in the amount of \$1,000 for the purchase option price; (c) receipt by the Trustee of any fees and expenses related to the exercise of the purchase option under the Lease; and (d) such further certifications that the City Attorney or Bond Counsel may reasonably require

Section 3. The Mayor or Vice Mayor, the City Clerk or Deputy City Clerk, and City staff are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purpose of this Resolution.

[remainder of this page intentionally left blank]

ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this 23rd day of July, 2013.

CITY OF WICHITA, KANSAS

(Seal)

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Gary E. Rebenstorf, City Attorney

EXHIBIT A
[PROPERTY LISTING]



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for June 2013
DATE: July 3, 2013

The following claims were approved by the Law Department during the month of June 2013.

Alter, Julie	\$700.00
Dumler, Carol	\$690.45

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton
Shawn Henning

CITY OF WICHITA
City Council Meeting
July 23, 2013

TO: Mayor and City Council Members

SUBJECT: A request for permission to submit a grant proposal to the Lowe's Charitable and Educational Foundation to fund roof repairs to the Fresh Air Baby Camp. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve submission of the grant proposal and authorize the Mayor to sign the application.

Background: Friends of the Historic Fresh Air Baby Camp (FHFABC) has begun rehabilitating the North Riverside Park structure. Fourteen windows have been completely restored and re-installed, the interior plaster ceiling has been removed, the deteriorated patio roof structure has been removed and interior demolition completed using hundreds of volunteer hours, materials and cash donations. FHFABC has prepared this grant proposal to fund needed repairs to the original roof including the roof structure and replacement of broken and missing French interlocking clay tiles. The City, as the property owner, must sign the application.

Founded in 1957, the Lowe's Charitable and Educational Foundation (LCEF) has a long history of contributing to grassroots community projects. LCEF awards millions annually to diverse organizations across the U.S. The Foundation provides funding only to 501(c)(3) tax-exempt nonprofit organizations and public agencies in communities where Lowe's operates stores and distribution centers. FHFABC is requesting a \$24,000 LCEF grant.

Analysis: LCEF grants require no cash match from the City of Wichita. Kathy Morgan, Historic Preservation Planner, will serve as the project administrator for grant.

Financial Considerations: The costs to the City will be limited to the cost of permit fees for the rehabilitation, paid from Park and Recreation operating funds.

Legal Considerations: The project scope is within the Memorandum of Understanding executed between the City of Wichita and Friends of the Historic Fresh Air Baby Camp. The Law Department has approved the proposed Memorandum of Understanding as to form.

Recommendations/Actions: It is recommended that the City Council Approve submission of the grant proposal to the Lowe's Charitable and Educational Foundation to fund roof repairs to the Fresh Air Baby Camp and authorize the Mayor to sign the grant application.

Attachment: 2013 Lowe's Charitable and Educational Foundation grant application



The Lowe's Charitable and Educational Foundation

http://www.lowes.com/cd_Charitable+and+Educational+Foundation_936258779_

The Apply Online grant application consists of five main sections, each of which must be completed for your proposal to be considered.

1. Contact information pertaining to your organization.
2. Basic information pertaining to your organization.
3. Store Partner information for the proposal being submitted.
4. Project Details for the proposal being submitted.
5. Demographic Information pertaining to your proposal.

Once completed, all applications created in Apply Online are immediately submitted to The Lowes Charitable Foundation

PLEASE NOTE: Any information supplied within the application is considered **NON-CONFIDENTIAL**. Also, Applicants may undergo a screening process for compliance with the Patriot Act, and full cooperation with federal, state and local law enforcement agencies is explicitly agreed to by all parties involved in the submission process.

By submitting your funding request you agree that The Lowes Charitable and Educational Foundation, at its sole discretion, has the right to disclose the details of funded events, programs and activities. This disclosure may include, but shall not be limited to, details of the activity and the grant amount. This provision shall also apply to any further disclosures that may be required by federal, state and/or local laws and regulations.

The Lowes Charitable Foundation Online Application Form

Please enter your first name. Kathy

Please enter your last name Morgan

Please enter your telephone number. 316-268-4421

Please enter your e-mail address. kmorgan@wichita.gov

Please enter your address. City of Wichita, 455 N Main Street, 10th floor

Please enter your city. Wichita, KS 67202

Organization Information

Please enter your organization's legal name. City of Wichita,

Please enter your organization's address. 455 N Main Street

Please enter your organization's city. Wichita, KS 67202

Please enter your organization's web address. <http://www.wichita.gov/>

What is your Organization's mission or mission statement?

The mission of the City of Wichita is to provide an environment to protect the health, safety and well being of all who live and work in the community. In directing policies and programs toward that end, the City assumes a stewardship role to preserve the assets and natural resources entrusted to its growth, to assure equality of opportunity and to contribute to the quality of life for all citizens.

The mission of the Parks and Recreation Department is to provide a cost-effective system of safe and attractive parks and recreation land, facilities and programs that enhance the beautification of the City, provide for the leisure time pursuits of all Wichita residents and visitors, and promote appreciation of the City's environmental resources.

Store Partner

Please indicate the distance to the closest Lowe's store.

7.1 miles West Wichita, KS 333 South Ridge Road Wichita, KS 67209

Enter the 4 digit number of the store whose manager you have spoken with or the 4 digit number of the Lowes store closest to you. Store #0614

Have you spoken to the Store Manager concerning this request? Yes. Mr. Hanika was gracious and enthusiastic about our proposal to submit an application and agreed to support the project.

If so, what is the name of the Manager with whom you spoke? Scott D. Hanika

Please enter your project title. Wichita Fresh Air Baby Camp Roof Project

What is the projected total cost of the project? \$155,000

Please enter the dollar amount you are requesting for this project \$25,000

Total Dollars Raised or Committed thus far, if any (fundraisers, other grants, etc) \$100,362

Please provide a budget breakdown as it relates to the ***amount of money being requested***. This should include quantities, item descriptions and costs.

Project Budget	
Ludowici tile shingles & trim pieces	64,000
Tile Shipping	3,000
Materials/Supplies (carpentry/masonry)	26,000
Labor (tile removal/installation)	21,000
Labor (repair rafters, eaves, soffits)	36,000
Labor (chimney, fireplace)	2,000
Contingency	3,000
Total	155,000

A \$25,000 gift from Lowes will be applied directly to the cost of buying new Ludowici tile shingles. Money for these tiles is the most pressing need in the roofing project. After the tiles are purchased the Heritage Trust Fund grant can be accessed and applied to the roof repairs.

How would you categorize this project? Select One: Playground/Park, Beautification, **Building Repair/Renovation**, Construction, Other (describe below)

Please enter the start date of the project 04/09/2011

Please enter the end date of the project. December 31, 2013

Describe this project including goals and objectives

THE PROBLEM:

A historic building in Wichita is threatened with demolition. The Fresh Air Baby Camp, located in North Riverside Park, is owned by the City of Wichita. Since 2001 the building has been uninhabitable and neighborhood residents have lodged concerns over its derelict condition, citing its historic value. Roof leakage is rapidly leading to collapse and creating problems that will leave the City with no alternative but demolition. A group of Wichita volunteers formed a Kansas non-profit organization and entered into a formal Memorandum of Understanding with the City to solve the problem. With no financial help from the City available, the citizen group proposed to take on the mammoth task of saving the building. This gesture is greatly appreciated by the Park and Recreation Department which is struggling under cuts and staff layoffs. Monies raised by FHFABC are deposited with, and administered by the Wichita Park and Recreation Community Fund, a 501(c)3 entity that manages funds for a variety of park-related development groups.

THE PROJECT:

The condition of the building has worsened since 2011, creating a threat to park users and a blight on the park landscape. Because the walls are sound and repair of the historic triple-sash windows is already underway, the FHFABC is eager to repair the roof. The FHFABC anticipates that the visible progress of a new roof will enhance efforts at soliciting donations of appliances, furnishings, and fixtures from local vendors. On that success, the building will again be an attractive component of the safe, family-friendly environment of North Riverside Park and its history will be known as a legacy to Wichita's children.

THE GOAL:

Rehabilitation of the Fresh Air Baby Camp will bring the building into public use and enhance the park experience for Wichita residents and visitors.

THE OBJECTIVES:

Remove existing clay roof tiles; rebuild damaged rafters, eaves, soffits; install new tile shingles by December 31, 2013.

How will you measure success?

Success will be evident because the present blight will be removed. Success will be measured immediately when new tiles replace the old porous and broken tiles and it is seen that the roof no longer leaks. The new roof will ensure a weather-proof building which can then easily be made useable. Interior decoration will follow in 2014 in order to open the building by the end of that year and begin to manage it as a park venue for public and private events.

North Riverside Park is the only one of the four segments of the Riverside Park system that contains historic buildings. The three – Park Villa, the Comfort Station, and the Fresh Air Baby Camp – represent an early 20th century health movement when science combined with public education to teach people about the value of rest and relaxation in the open air and the role of bacteria and sanitation in daily life. Loss of any one of them would not only destroy part of Wichita's architectural and historic heritage, it would diminish the fine tradition of providing public recreation resources that has existed in Wichita since the creation of the parks in the 1880s.

As a comfortable, year-round facility the Baby Camp building will take on a new role as a center for social events. Its indoor/outdoor amenities will complement all the community facilities operated by the Wichita Park and Recreation Department. The natural setting serves not only the residents of the

surrounding 1920s bungalow neighborhood, but is a destination point for all Wichitans who seek all-weather gathering places for parties, reunions, and meetings.

What kind of volunteer opportunities exist with this project?

The rehabilitation of the Fresh Air Baby Camp is predicated solely on volunteerism. The FHFABC is a citizen group that has volunteered to help the City of Wichita save a historic building. The group welcomes people who wish to contribute time to the fund-raising efforts and to some aspects of the physical work on the building. For instance, fund-raising events such as private house/garden parties are on-going. Members of the Fund Development Committee are writing proposals and gift requests.

In 2011 a large gala at another City event venue was carried out by approximately fifty volunteers. The City waived the rental fee for the location, which was a \$2,375 value. In May, 2012 fifty-three volunteers committed to a 40-hour, 5-day workshop in which they repaired fourteen of the thirty wood windows, painted and re-installed them in the building. In October, 2012 forty-nine volunteers spent a Saturday dismantling old fixtures, carpeting, paneling and removing rubble from the building to prepare it for the new roof. They also removed the remaining windows and transported them to a warehouse site for where volunteers will resume window restoration in the Fall, 2013.

Volunteers also give PowerPoint presentations on the history of this unique building on request by local groups who want program speakers.

Will there be any community events centered around this project?

The FHFABC will sponsor a Grand Opening for the public. The sole purpose of the rehabilitation is to create a venue for community and private events.

Will there be volunteer opportunities for Lowe's employees? Please describe.

Lowe's employees will find ample opportunities to work on this project.

- 1) As mentioned above, fund-raising skills are needed. Beyond the roof project, more money will be needed in 2014 to complete the other phases of preparing the building for use.
- 2) The window restoration phase requires many more volunteers who like to work with tools, wood, glass, and paint. Experience is useful, but not required; instruction will be given in historic preservation methods set forth for buildings listed on the National Register of Historic Places in accordance with the National Park Service standards. Ability to bring personal tools such as heat guns, extension cords, and scrapers is desired. This phase will resume in the Fall of 2013 and Spring, 2014.
- 3) Workers skilled in carpentry will be needed to build a pergola in Summer, 2014.
- 4) Workers who hold the appropriate certifications/experience for installing fixtures and plumbing, laying flooring and installing appliances will be needed when interior work begins (after roof repairs), 2014.
- 5) Final interior finishing work such as painting and cleaning will require volunteer laborers, 2014.
- 6) Volunteers who enjoy landscaping and planting will also find work to be done in the Fall, 2014

What events or other promotions have you planned to publicize this grant and your project, if any?

If this application to Lowes Charitable and Educational Foundation is granted, the FHFABC will publicize receipt of the gift in various media.

News releases will be sent to

Wichita newspapers and television stations;

Kansas State Historic Preservation Office, Kansas Preservation Alliance, Inc, and the Historic Preservation Alliance of Wichita/Sedgwick County;
City of Wichita public-access television and City employee newsletter; Wichita neighborhood newsletters;
FHFABC extensive email contact lists.
An announcement will be posted to Facebook.com <https://www.facebook.com/pages/Friends-of-the-Historic-Fresh-Air-Baby-Camp/135311013218969>
Other methods of recognition include plaques onsite with names of key donors and grantors and a Grand Opening for the public when rehabilitation is complete. The Opening will include recognition and a speaking opportunity for a Lowe’s representative if desired.

Who will report back to the foundation with follow-up information, progress reporting, and project completion report?
Kathy Morgan, Senior Planner, Wichita-Sedgwick County Planning Department

Will this grant require approval by a board, committee, etc prior to being accepted, if approved, by Lowe's Charitable and Educational Foundation? No.

What is the ethnic/racial breakdown of those affected by this project?
Enter whole numbers only, total must equal 100%.

<input type="text" value="8"/>	% African American
<input type="text" value="1"/>	% American Indian
<input type="text" value="3"/>	% Asian
<input type="text" value="74"/>	% Caucasian
<input type="text" value="11"/>	% Hispanic
<input type="text" value="3"/>	% Other

Enter whole numbers only, total must equal 100%.

How many people will be served by this project? 623,061

Supplemental Information

Does this project involve physical renovations, construction or other physical property enhancements? Yes

If yes, do you own or rent the property? Yes

If you rent or lease the property, is the owner aware of and agree to the enhancements? N/A

If you rent or lease, please detail the terms of your contract including length of lease, cost and renew options. N/A

Does your organization charge fees for program/services? Yes.

If yes, please outline fees and indicate if there is a sliding scale.

The City of Wichita Park and Recreation Department charges rental fees for use of the nine Community Facilities such as Park Villa, and the Fresh Air Baby Camp. The rate is \$150 for the first four hours. After that, the hourly rate is \$37.50. There is no sliding scale.

If yes, what percentage of your operating support is generated by fees? 77%

Does your organization serve a disadvantaged population? Please detail.

The Parks and Recreation Department charges fees for its various programs such as fitness, aquatics, golf, tennis, and camps. The City summer camps program for youth includes free and reduced rate admissions to children in need of support. To further assist a disadvantaged population, nine swim days are offered for free throughout the summer; coupon books and season passes reduce the cost of regular swimming fees; no fees are charged at the City's five interactive fountains. The City summer program for youth includes free and reduced rate admissions to children in need of support. The City also offers certain discounted admissions to Botanica, the Wichita Gardens and the Great Plains Nature Center.

Please summarize your fundraising plan for this project.

The FHFABC has undertaken to raise \$155,000 for the roof repair project without financial assistance from City of Wichita. The FHFABC is using a multi-tiered approach to fundraising that includes grant applications, private requests, and local ticketed events.

How will you secure needed funds if this grant is not awarded?

The FHFABC will continue to make grant applications, hold fund-raisers, and encourage private donations. However, time is of the essence due to ongoing deterioration of the roof. Delays in finding funding will jeopardize the entire building.

Please list the programs and services provided by your organization.

The Friends of the Historic Fresh Air Baby Camp, Inc is an independent group providing a service indirectly to the public by way of the City of Wichita. The FHFABC's purpose is to bring about the rehabilitation of a specific park building on behalf of the City. The FHFABC is dedicated solely to raising funds for a new roof plus the recruitment and training of volunteers for basic labor related to the building repairs. The City Historic Preservation Office will assist the FHFABC by soliciting bids for the professional roofing contract work, supervising the work, and producing reports to the Lowes Charitable and Educational Foundation. The FHFABC will disband when the building repairs are completed.

The Wichita Park and Recreation Department, which will manage the Fresh Air Baby Camp as a public facility, provides safe and attractive recreation land, facilities, and programs that beautify the City; provides for the leisure time pursuits of all Wichita residents and visitors, and promotes appreciation and education of the City's environmental resources. The Department manages nine swimming pools, nine community facilities, eight recreation centers, five golf courses, an indoor/outdoor tennis center, and Botanica, the Wichita Gardens.

Enter the full name of each board member

Executive Board of the Friends of the Historic Fresh Air Baby Camp, Inc:
Claire Willenberg - Barbara Hammond - Vicki Churchman - Michael Webb - Kathleen Webb
Michael Seiwert - James Guy

What is the size of your organization's staff and how is it divided?

The FHFABC operates with a volunteer Executive Board of seven members. The board members and eight additional volunteers serve on Standing Committees that include Fund Development, Communications, Events Planning, and Project Management. Two City of Wichita staff members and one City Council member attend board meetings as advisors and liaisons to City of Wichita.

How many volunteers are involved with your organization annually? Approximately 100

Please list any corporations, foundations or other donors that have committed funds to this project and give the amount for each contributor.

Heritage Trust Fund Grant, Kansas State Historic Preservation Office, Kansas State Historical Society, \$90,000

Current Balance, funds raised by events and individual donations, \$10,362

Also, the project has been approved by the Kansas Department of Revenue for Historic Rehabilitation Tax Credits at a rate of 25% of completed roof costs. Anticipated proceeds from sale of tax credits are approximately \$30,000 which will be used for final payables and/or to create a maintenance account for the building.

What is the amount your organization is contributing to this project? \$0.00

What is your organization's annual budget? \$213,952,836

Please provide any additional details that you would like shared with the review committee that are not covered elsewhere in this application.

1. The applicant ("Your Organization") for this grant is officially the City of Wichita. However, the various questions have been answered from the perspective of several factions related to the City.

That is to say, questions such as Contacts, Organization Information, Mission Statement, Demographics; Property Ownership; Programs and Services; Program Fees; Disadvantaged Population; Organization's Contribution; Organization's Annual Budget are related to the City and its Parks and Recreation Department.

Questions about Project Description, Dates, and Budget; Fundraising Plan; Dollars Committed; Volunteers and Opportunities; Organization Staff and Board Structure describe the activities of the Friends of the Historic Fresh Air Baby Camp, Inc.

2. Regarding the question, "What is the amount your organization is contributing to this project?"
The dollar amount entered (\$0.00) refers to the fact that City of Wichita is not contributing because the Friends of the Historic Fresh Air Baby Camp group has pledged to raise all the funds necessary for the roof repair project.
3. Regarding the question, "What percentage of your operating support is generated by fees?"
The Recreation Division of the Park and Recreation Department General Fund Budget is

\$3,729,706. This is the figure to which the 77% of revenue for rental facilities applies.
The Wichita Park and Recreation Department General Fund Budget (2013) is \$13,331,586.
The City of Wichita General Fund Budget (2013) is \$213,952,836.
The FHFABC Roof Project Budget is \$155,000. There is no annual budget.

4. Regarding the question, “How many people will be served by this project?”

The application requires a single numerical figure, thus our answer (623,061) reflects the total population of the Wichita Metro Area as potential users of the Baby Camp building. However, for more realistic numbers, it is useful to look at past usage of Park Villa, another small, historic building in North Riverside Park. Located ¼ mile to the east, Park Villa is 800 square feet with capacity of 50 persons. This size is comparable to the meeting room of the Fresh Air Baby Camp. Due to the fact that the Park Villa schedule has constant demand for rental space, it is estimated that the year-round, indoor/outdoor use of the Baby Camp building will generate numbers similar to that of Park Villa. [editor’s note: at the time of this writing, the Parks and Recreation Department had not yet responded to a request for actual usage figures at Park Villa. This data will be added before submittal to Lowe’s Foundation].

5. Regarding the question, “How many volunteers are involved with your organization annually?”

The answer refers to the average number of volunteers working on the Baby Camp project. It has no relation to the numbers of volunteers that assist the Wichita Parks and Recreation Department, which would be substantially larger.

Request - Payee

If this grant was awarded, would the check be written to the ORGANIZATION listed or, to a different payee?

A check is payable to “Wichita Parks and Recreation Community Fund” with memo: “Fresh Air Baby Camp”

**City of Wichita
City Council Meeting
July 23, 2013**

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$12,000 as a full settlement for all claims arising out of an automobile/bus accident occurring on September 19, 2012.

Background: This claim arises from an automobile accident involving a Wichita Transit bus occurring on September 19, 2012. Claimant alleges that she sustained physical injuries requiring medical treatment when the vehicle she was in was struck by a City bus. She asserts claims for medical expenses and pain and suffering.

Analysis: The claimant has agreed to accept a lump sum payment of \$12,000 as full settlement of all her claims against the City of Wichita and its employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is to be obtained from the Transit budget. Finance is authorized to make any budget adjustments necessary for payment of the settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$12,000.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$12,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

Attachments: None

**City of Wichita
City Council Meeting
July 23, 2013**

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$19,500 as a full settlement for all claims arising out of an automobile/bus accident occurring on September 24, 2012.

Background: This claim arises from an automobile accident involving a Wichita Transit bus occurring on September 24, 2012. Claimant, a passenger on a City bus, alleges that she sustained physical injuries requiring medical treatment when the bus stopped suddenly striking a vehicle which had stopped in front of the bus. She asserts claims for medical expenses and pain and suffering.

Analysis: The claimant has agreed to accept a lump sum payment of \$19,500 as full settlement of all her claims against the City of Wichita and its employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is to be obtained from the Transit budget. Finance is authorized to make any budget adjustments necessary for payment of the settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$19,500.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$19,500 as full settlement of all possible claims arising out of the events which are the subject of this claim.

Attachments: None

Second Reading Ordinances for July 23, 2013 (first read on July 16, 2013)

**A. Public Hearing and Issuance of Industrial Revenue Bonds, Presbyterian Manors, Inc.
(District VI)**

ORDINANCE NO. 49-537

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS HEALTH CARE FACILITIES REVENUE BONDS, SERIES IV, 2013 (PRESBYTERIAN MANORS, INC.), IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF \$[Principal Amount] FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING, EQUIPPING, REIMBURSING AND REFINANCING IMPROVEMENTS TO EXISTING SENIOR LIVING FACILITIES AND REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

B. 37th Street North Broadway to Hydraulic. (District VI)

ORDINANCE NO. 49-538

AN ORDINANCE AMENDING ORDINANCE NO. 49-185 OF THE CITY OF WICHITA, KANSAS DECLARING 37TH ST. NORTH, BETWEEN BROADWAY AND HYDRAULIC (472-84692) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

C. A13-04 Request by Raymond E Duling Revocable Trust and Duling Family Investments LLC to annex lands generally located one-quarter mile south of MacArthur Road and on the east side of West Street. (District IV)

ORDINANCE NO. 49-539

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A13-04)

City of Wichita
City Council Meeting
July 23, 2013

TO: Mayor and City Council

SUBJECT: ZON2013-00012 – Zone change from SF-5 Single-Family Residential (SF-5) to Two-Family Residential (TF-3); generally located north of 21st Street North and east of Amidon Avenue and the Little Arkansas River, on the south side of 23rd Street North, east of Somerset Avenue. (District VI)

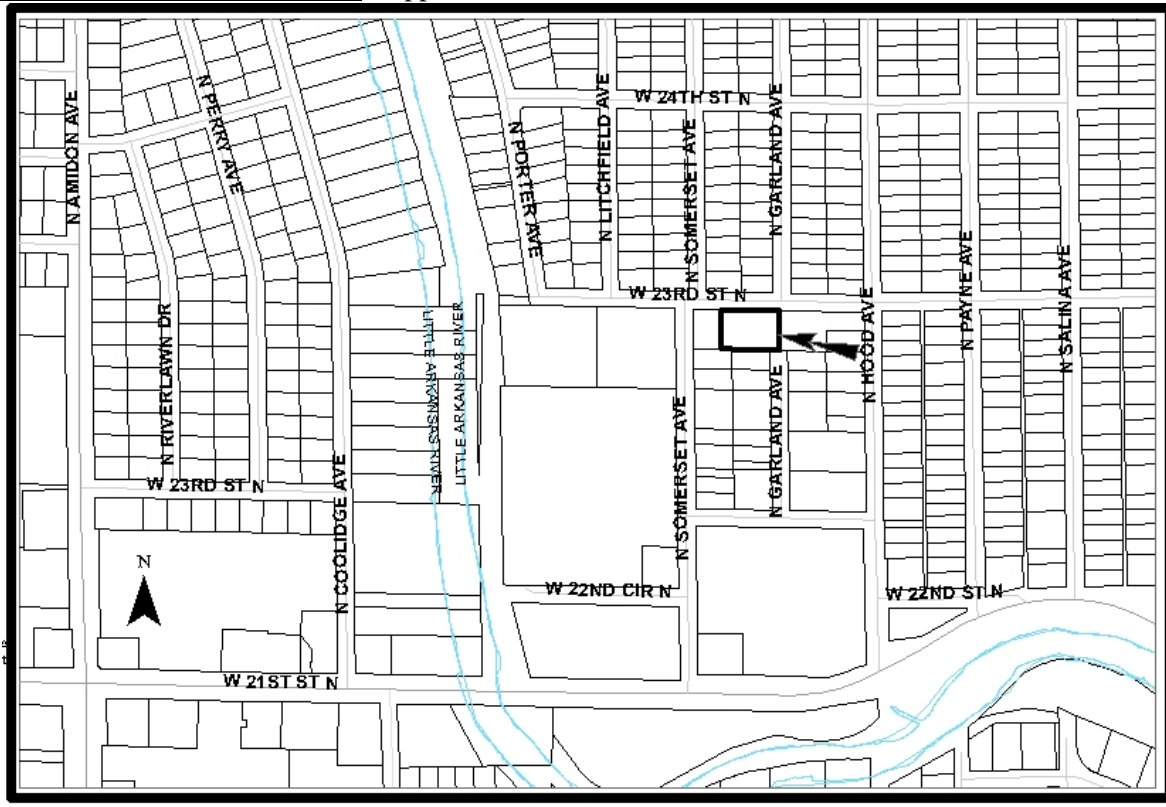
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve (11-0-1).

DAB IV Recommendation: Approve (unanimously)

MAPD Staff Recommendation: Approve.



Background: The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the undeveloped portion of the SF-5 Single-Family Residential (SF-5) zoned Lot 20, Guthries Subdivision. The site is located on the south side of 23rd Street North and approximately 95 feet east of Somerset Avenue. The applicant has recorded a lot split, that will allow two duplexes if the TF-3 zoning is approved; LS2013-00008. The two new lots/parcels exceed the TF-3 zoning district's minimum lot size of 6,000-square feet with a minimum width of 35 feet for a duplex:

- Parcel A = 12,066-square feet/90.94 feet {x} 132.88 feet.
- Parcel B = 9,165-square feet/69.03 feet {x} 132.88 feet.

Both parcels also exceed the SF-5 zoning district's minimum lot size of 5,000-square feet with a minimum width of 50 feet for a single-family residence.

The site is located in a mostly SF-5 zoned single-family residential neighborhood, with most of the immediate houses being built in the 1950s. Exceptions to this neighborhood pattern include eight TF-3 zoned lots located immediately southwest, south and southeast of the subject site. Four of the TF-3 zoned lots are not developed and their access is off of the sand/gravel/dirt dead end Garland Avenue. The subject site and these four TF-3 zoned lots appear to be the only vacant lots in the neighborhood. Garland is a short street, extending north from 22nd Street North to dead end at the subject site, some 133 feet short of 23rd Street North. Garland appears to be the only unimproved road in a neighborhood of paved roads with full curbs. The two TF-3 zoned lots abutting the southwest side of the subject site have access onto Somerset Avenue and were built in 1988 as two brick duplexes with attached garages. The two lots adjacent to the southeast side of the subject site have access onto Hood Avenue are developed as one single-family residence. The applicant currently owns four of the vacant TF-3 zoned lots and the two lots developed as duplexes. Other exceptions include a B Multi-Family Residential (B) zoned apartment complex, located west of the site, across Somerset; a poorly maintained, non-conforming SF-5 (CUP DP-18) zoned parking lot, located southeast of the site; a GO General Office (GO) zoned small office (associated with the B zoned apartments) and a GO zoned church, located southwest of the site and; a group of LC Limited Commercial (LC and CUP DP-18) zoned neighborhood retail buildings, located south of the site. In the recent past the LC zoned neighborhood retail has been the site of an application for a hotly debated night club; CUP2008-00052.

Analysis: At the DAB VI meeting held June 19, 2013, the DAB voted, unanimously (6-0), to approve the requested zoning, with a no protest petition for the paving of Garland Avenue. At the MAPC meeting held June 20, 2013, the MAPC voted (11-0-1) to approve the request with a no protest petition for the paving of Garland Avenue. There were no citizens who spoke against the request at the MAPC or DAB meetings. Planning has received no phone calls protesting the request. There have been no valid protest petitions filed with the City Clerk.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

Attachments:

- Ordinance
- MAPC minutes
- DAB memo

ORDINANCE NO. 49-549

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00012

Zone change from Single-Family Residential ("SF-5") to Two-Family Residential ("TF-3") on an approximately 0.48-acre property described as:

Parcels A: Lot 20, except the west 94.00 feet and except the east 99.00 feet, Guthries Subdivision, Wichita, Sedgwick County, Kansas

Parcel B: The west 69.00 feet of the east 99.00 feet of Lot 20, Guthries Subdivision, Wichita, Sedgwick County, Kansas; all generally located north of 21st Street North and east of Amidon Avenue and the Little Arkansas River, on the south side of 23rd Street North, east of Somerset Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorff, City Attorney

**EXCERPT MINUTES OF THE JUNE 20, 2013 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00012 - Robert James Morris (Owner/Applicant), Robert Heider (Owner/Applicant), Lynne Penner (Agent) and Todd Fox (Agent) request City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

Lot 20 EXCEPT the West 94 feet, Guthrie's Subdivision of Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant requests a zone change from SF-5 Single-family Residential ("SF-5") to TF-3 Two-family Residential ("TF-3") on two acres consisting of Lot 1 and 1/13th undivided interest in the Lake facility and Lot 2 and 1/13th undivided interest in the Lake facility, Lakeside Acres 1st Addition, Wichita, Sedgwick County, Kansas. The subject site is located approximately one-half mile between East 13th Street North and East 21st Street North, along the west side of North 127th Street East (1815 North 127th Street East). The applicant proposes to develop the property with upper-scale, executive duplex structures. The *Unified Zoning Code* (UZC) defines a duplex as... "the use of a lot for two principal dwelling units within a single building." The code permits building heights up to 35 feet in the TF-3 district, which is the same maximum height allowed in the SF-5 district. If the request were to be approved, the existing property would allow only one duplex structure with two living units or one single-family structure (permitted by right in the TF-3 district); however it is possible to replat or lot split the existing 1.76-acre (or 75,358 square feet) lot into twelve 6,279 square-foot lots that could allow twelve duplex structures (3,000 square feet minimum lot area per dwelling unit for duplex or 6,000 square feet per duplex). However, the applicant only intends to build four duplex structures containing a total of eight dwelling units.

All property surrounding the subject site is zoned SF-5, and is developed with single-family residences. The properties to the east are separated from the subject site by 127th Street East and the properties to the south are separated from the subject site by the old railroad right-of-way.

CASE HISTORY: Lot 1 and 1/13th undivided interest in the Lake Facility and Lot 2 and 1/13th undivided interest in the Lake facility, Lakeside Acres 1st Addition, Wichita, Sedgwick County, Kansas, was recorded with the Register of Deeds on April 6, 1955.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family Residences
SOUTH:	SF-5	Single-family Residences
EAST:	SF-5	Single-family Residences
WEST:	SF-5	Single-family Residences

PUBLIC SERVICES: 127th Street East is classified as a two-lane, paved minor arterial road with no traffic counts. Municipal water and sewer does serve the subject area.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Urban Residential" use. Urban Residential is a category that encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes: single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for the TF-3 Two-family Residential (“TF-3”) zoning be APPROVED.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** All property surrounding the subject site is zoned SF-5 and develop with single-family residences. The properties to the east are separated from the subject site by 127th Street East and the properties to the south are separated from the subject site by the old railroad line and right-of-way.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site could be developed with multiple single-family residences use under the current zoning.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** As currently zoned, approval of the request would double the density at which the site could be developed. The impact on nearby residents could be increased traffic. However, single-family residences typically generate more traffic per unit than two-family residences.
4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Denial presumable could cause the applicant a relative economic loss. Approval could introduce a multi-family residential use in a predominant single-family residential setting where such uses are increasing in popularity, especially high end duplex and multi-family development.
5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for “Urban Residential” use. Urban Residential is a category that encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes: single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category.
6. **Impact of the proposed development on community facilities:** The site currently has one point of access from 127th Street East, a minor arterial. Approval of the request should not have a negative impact on community facilities; especially since all sewer and water lines are in place and roads have already been constructed.

MCKAY recused himself from the item saying he was involved with the apartment complex.

BILL LONGNECKER, Planning Staff presented the Staff Report. He reported that DAB VI recommended approval of the application. He added that no one spoke in opposition of the request at the DAB meeting. He said staff has requested a “no protest” petition on paving of Garland Street from the applicant, which the applicant has agreed to provide.

WARREN asked staff to explain the “no protest” petition on the paving of Garland Street.

LONGNECKER explained that if at any point in the future, the majority of houses along Garland vote to pave Garland Street, the applicant agrees to go along with that and will not protest paving of Garland Street.

CHRIS BOHM, RUGGLES & BOHM, 924 N. MAIN, AGENT FOR THE APPLICANT said regarding dedication of the half street right-of-way up to 23rd there is no legal space for a full roadway to be extended. He said at some point in time the other half of the right-of-way could be obtained through platting or by dedication. He said at that time the residents along Garland Street could choose to sign a paving petition. He said the City standard is to go half the distance either way on the side streets so 23rd and 22nd Streets would also be assessed and could potentially be in the benefit district so there could be some liability for paving assessment.

GOOLSBY asked the agent if the applicant was totally in agreement with the no protest petition on paving.

BOHM responded that if the no protest petition is a condition for the zone change, the applicant is in agreement with the condition.

MOTION: To approve subject to staff recommendation.

KLAUSMEYER moved, **B. JOHNSON** seconded the motion, and it carried (11-0-1). **MCKAY** – Abstained.

6-20-13

MAPC

HAND C'T

ITEM #
5



INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: ZON2013-00012
City zone change from SF-5 to TF-3 south of W. 23st., located 200 feet E of N. Somerset Ave (NE of 21st and Amidon).

DATE: June 20, 2013

On Wednesday June 19, 2013 the District VI Advisory Board (DAB) City zone change from SF-5 to TF-3 south of W. 23st., located 200 feet E of N. Somerset Ave

The members were provided the MAPD staff report for review prior to the meeting. *Jess, McNeely, Planner* presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked/made the following questions/comments:

- Was there notification sent out to the neighbors?
- Where would the entrance to the property be?
- Will Garland become a thru street?

One member of the public asked:

- Will Garland be paved?
- Will there be any additional taxes because of the sewer?

******Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (6-0) for the zone change, subject to the findings listed in the staff report.

Please review this information when ZON2013-00012 is considered.

mtd

City of Wichita
City Council Meeting
July 23, 2013

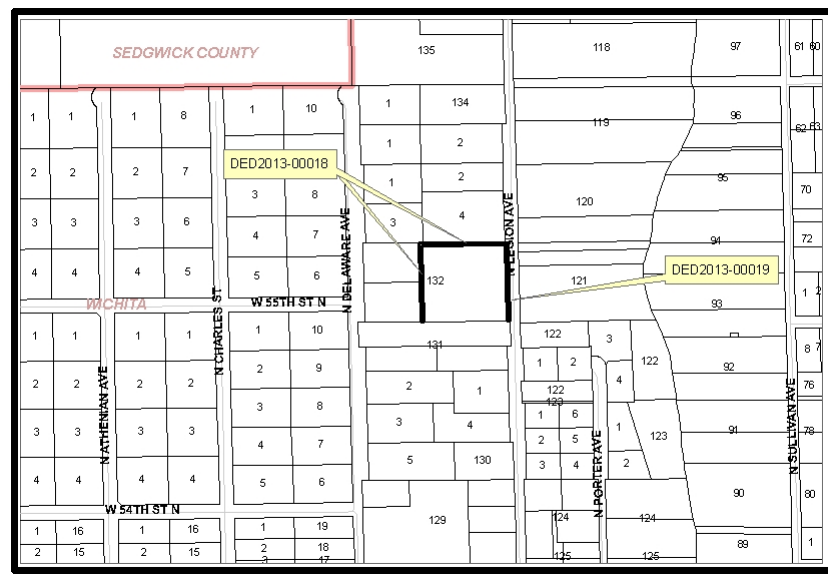
TO: Mayor and City Council

SUBJECT: DED2013-00018 Dedication of Utility Easement, DED2013-00019 Dedication of Street Right-of-way and No Protest Agreement for Future Sewer Extension located west of Seneca, north of 53rd Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedications and approve the Agreement.



Background: The Dedications and Agreement are associated with Lot Split Case No. LSP2013-00006 (Van View Addition) and were requested by the City's Traffic Engineer, and Public Works and Utilities Department.

Analysis: The lot split will allow for the creation of two lots zoned Single-family Residential. Dedication DED2013-00018 is for constructing, operating, maintaining and repairing public utilities. The Dedication DED2013-00019 is for street right-of-way along Legion Avenue. The No Protest Agreement assures the City of Wichita that the property will be included in the improvement district for sanitary sewer extension.

Financial Considerations: There are no financial considerations associated with the Dedications or Agreement.

Legal Considerations: The Law Department has approved the Dedications and Agreement as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications and approve the Agreement.

Attachment: Dedication of Utility Easement.
Dedication of Street Right-of-way.
No Protest Agreement for Future Sewer Extension.

COPY

PUBLIC UTILITY EASEMENT

THIS EASEMENT made this 26th day of May, 2013, by and between Gilda Lavin of the first part and the City of Wichita, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and covey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The North 10 feet of Lot 132 EXCEPT the West 263.97 feet thereof, Van View Addition to Sedgwick County, Kansas and the West 10 feet of Lot 132 EXCEPT the West 263.97 feet thereof, Van View Addition to Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Gilda Lavin
Gilda Lavin

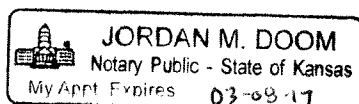
STATE OF KANSAS)
SEDGWICK COUNTY) SS

Be it remembered that on this 26th day of May, 2013, before me, a notary public in and for said County and State, came Gilda Lavin to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof I have hereunto set my hand and affixed my notarial seal day and year above written.

SEAL

Jordan M. Doom
Jordan M. Doom Notary Public

My Commission expires: March 8, 2017



DED 2013-18
LSP 2013-06

Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

DEDICATION OF STREET RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Gilda Lavin being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

Lot 132 Except the West 263.97 feet thereof, Van View Addition Sedgwick County, Kansas.

do hereby dedicate, transfer and convey to the CITY of Wichita, THE WEST 15 FEET along Legion Avenue, of the above-described property or the EAST 15 feet of Lot 132, Van View Addition, Sedgwick County, Kansas; to have and to hold the same forever.

Executed this 26th day of May, 2013.

Gilda Lavin
Gilda Lavin date

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26th day of May, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Gilda Lavin who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Jordan M. Doom
Jordan M. Doom Notary Public

(My Commission Expires: March 8, 2017)



DED 2013-19
LSP 2013-06

Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

NO PROTEST AGREEMENT FOR FUTURE SEWER EXTENSION

This Agreement made and entered into this ____ day of June, 2013 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Gilda Lavin, Owner(s), party of the second part (hereinafter "Owner(s)")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner(s) desire to have certain improvements to their property; Owner(s) [is/are] the owner(s) of real property legally described as:

Lot 132, EXCEPT the west 263.97 feet thereof, Van View Addition
and

WHEREAS, the City wishes to insure that the said real property owned by Owner(s) will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant [Owner's/Owners'] request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer improvements to serve said property.
2. Owner(s), on [his/her/its/their] own behalf and on behalf of [his/her/its/their] heirs, assigns and successors in interest, irrevocably waive(s) [his/her/its/their] right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner(s) of [his/her/its/their] right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against [Owner's/Owners'] said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner(s) shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

I/We, Gilda Lavin, owner(s) of Lot 132, EXCEPT the west 263.97 feet thereof, Van View, Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer and water improvements has been submitted to the City Council of the City of Wichita, Kansas.

City of Wichita
City Council Meeting
July 23, 2013

TO: Mayor and City Council

SUBJECT: A13-05 – Annexation of portions of Pawnee Avenue, Webb Road, and 127th Street East per notification by Sedgwick County Board of County Commissioners (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation.

Background: On April 17, 2013, the Sedgwick County Board of County Commissioners passed the attached resolution notifying the City of Wichita of the existence of portions of highway which have not become part of the City by annexation and which have a common boundary with the City. The road segments identified are: Webb, from Pawnee to one-quarter mile south of Pawnee; Pawnee, from Webb to one-half mile east of Webb; Pawnee, from one-half mile west of 127th Street East to three-quarter mile east of 127th Street East; and 127th Street East, from Pawnee to one-half mile south of Pawnee.

Analysis: Kansas Statutes Annotated 12-520(f) requires the City to annex the identified road segments.

Financial Considerations: The street segments to be annexed will be maintained using existing funds budgeted for street maintenance.

Legal Considerations: The annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading.

Attachments: Resolution No. 62-2013
Ordinance

PUBLISHED IN THE WICHITA EAGLE ON AUGUST 9, 2013

ORDINANCE NO. 49-550

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
SEGMENTS OF HIGHWAY WITHIN THE LIMITS AND
BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A13-05)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-520(f), hereby certifies that the notification by the Sedgwick County Board of County Commissioners in Resolution No. 62-2013 of the existence of highway which has not become a part of city by annexation and which has a common boundary with the city is correct and hereby annexes the segments of highway and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II:

Pawnee Avenue from the East Right-of-Way line of Webb Road to the East line of the Northwest Quarter of Section 4, Township 28 South, Range 2 East, and to the East line of the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Webb Road located in Sections 4 and 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: From the South line of Pawnee Avenue to a point 1333.53 feet South of the Northwest Corner of the Northwest Quarter of said Section 4.

Pawnee Avenue located in Sections 2 and 3, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas and Sections 34 and 35, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: From the West line of the Northeast Quarter of said Section 3 and from the West line of Southeast Quarter of said Section 34; thence East to a line 1364.95 feet West of the East line of said Section 2 and 1364.95 feet West of the East line of said Section 35.

127th Street East located in Sections 2 and 3, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: From the South line of Pawnee Avenue to the South line of the Northeast

Quarter of said Section 3 and to the South line of the Northwest Quarter of said Section 2. All that portion of 127th Street East shall be 30 feet from the Section line except that portion previously annexed.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this August 6, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law



***SEDGWICK COUNTY
PUBLIC WORKS***

1144 S. SENECA
WICHITA, KANSAS 67213-4443
316-660-1777
FAX: 316-660-1876

David C. Spears, P.E.
Director/County Engineer

April 18, 2013

Karen Sublett
City Clerk
City of Wichita, Kansas
455 N. Main, 13th Floor
Wichita, KS 67202

Dear Ms. Sublett:

Re: Notice by the Sedgwick County Board of County Commissioners - annexation of portions of Pawnee, Webb and 127th St. S

On April 17, 2013, the Sedgwick County Board of County Commissioners passed a resolution to notify the City of Wichita of the existence of portions of highway which had not become part of the city by annexation and which have a common boundary with the city. A copy of the resolution is enclosed and along with this letter serves as notification to the city as provided for in K.S.A. 2011 Supp. 12-520(f).

The statute requires the city governing body certify that the facts as shown in Section 1 of the resolution are correct and that the city then must annex the highway described in Section 2.

Please forward a copy of the annexation ordinance to us when the annexation is completed.

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Spears".

David C. Spears, P.E.
County Engineer/Director of Public Works

cc: Carl Brewer, Mayor
Robert Layton, City Administrator

RESOLUTION NO. 62 - 2013

A RESOLUTION OF THE GOVERNING BODY OF SEDGWICK COUNTY, KANSAS, NOTIFYING THE CITY OF WICHITA (THE CITY) OF THE EXISTENCE OF A HIGHWAY WHICH HAS NOT BECOME PART OF THE CITY BY ANNEXATION AND WHICH HAS A COMMON BOUNDARY WITH THE CITY.

WHEREAS, under K.S.A. 2012 Supp. 12-520(f), the Board of County Commissioners of Sedgwick County, Kansas, (the Board) may notify a city whenever there exists any highway which has not been made part of a city by annexation, and said highway has a common boundary with the city; and

WHEREAS, under K.S.A. 77-201 *Fifth* the term "highway" includes public bridges and county roads; and

WHEREAS, the Board has determined the highway described below (the highway), as shown in the attached map, is not part of the City of Wichita (the City), and the highway shares a common boundary with the City; and

WHEREAS, following receipt of this notification from the Board the City is required to certify by ordinance that the described highway is not currently part of the City and shares a common boundary with the City; and then in said ordinance declare the highway is annexed to the City as of the date of publication of said ordinance;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SEDGWICK COUNTY, KANSAS:

SECTION 1. The Board hereby certifies and notifies the City the highway described below, and as further shown on the attached maps, is not currently part of the City by annexation, and the highway shares a common boundary with the City.

SECTION 2. The highway legal description is:

Pawnee Avenue from the East Right-of-Way line of Webb Road to the East line of the Northwest Quarter of Section 4, Township 28 South, Range 2 East, and to the East line of the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, as shown on the attached Exhibit A;

Webb Road located in Sections 4 and 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: From the South line of Pawnee Avenue to a point 1333.53 feet South of the Northwest Corner of the Northwest Quarter of said Section 4, as shown on the attached Exhibit A;

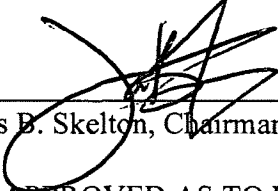
Pawnee Avenue located in Sections 2 and 3, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas and Sections 34 and 35, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: From the West line of the Northeast Quarter of said Section 3 and from the West line of Southeast Quarter of said Section 34; thence East to a line 1364.95 feet West of the East line of said Section 2 and 1364.95 feet West of the East line of said Section 35, as shown on the attached Exhibit B; and

127th Street East located in Sections 2 and 3, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: From the South line of Pawnee Avenue to the South line of the Northeast Quarter of said Section 3 and to the South line of the Northwest Quarter of said Section 2. All that portion of 127th Street East shall be 30 feet from the Section line except that portion previously annexed, as shown on the attached Exhibit B.

SECTION 3. This Resolution shall become effective upon its approval and passage by the governing body of the Sedgwick County, Kansas. The Director of Public Works is authorized to send this resolution to the City following its approval and passage. Following receipt of the resolution, the City is requested to certify the facts set out in Section 1 are correct; and to adopt an ordinance declaring the highway described in Section 2 annexed as part of the City of Wichita.


PASSED AND APPROVED by the governing body of Sedgwick County, Kansas this 17th day of April, 2013.

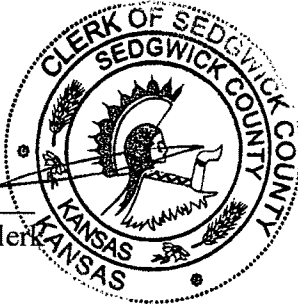
BOARD OF COUNTY COMMISSIONERS
Sedgwick County, Kansas

By 
James B. Skelton, Chairman – Fifth District

ATTEST:

APPROVED AS TO FORM:

By 
Kelly B. Arnold, County Clerk



By: Robert W. Parnacott
Robert W. Parnacott
Assistant County Counselor

[Attachments – Maps showing highway to be annexed]

Exhibit A

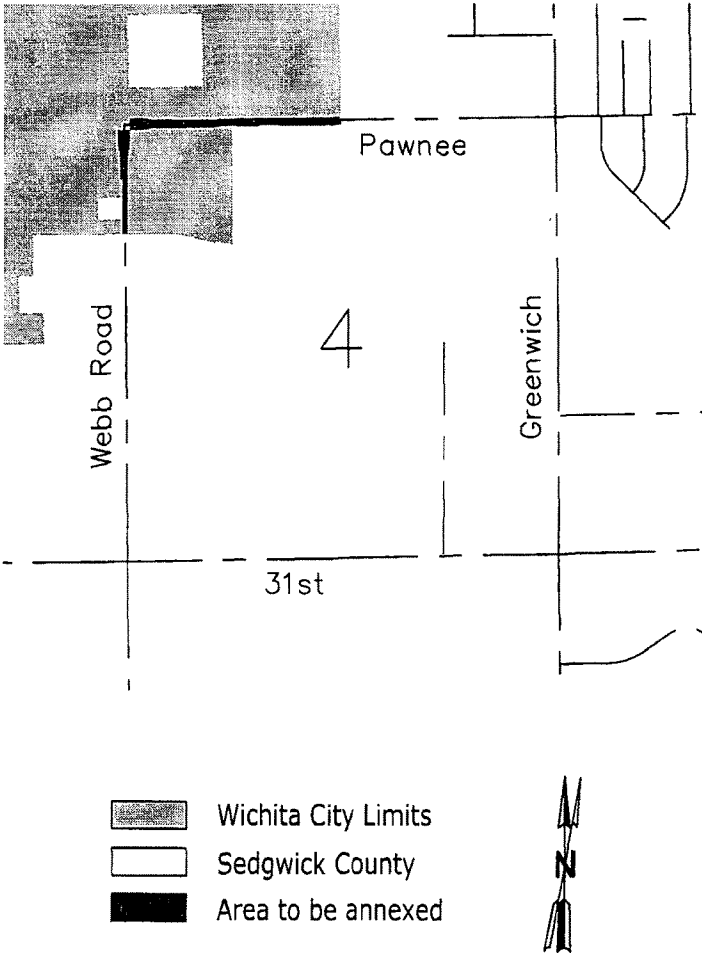
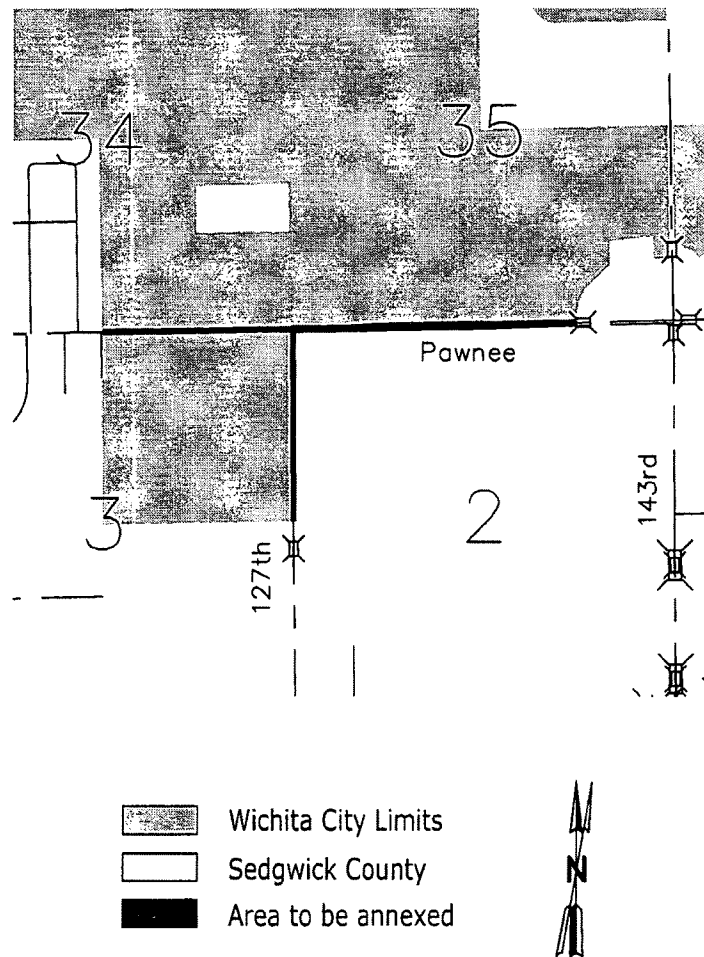


Exhibit B



City of Wichita
City Council Meeting
July 23, 2013

TO: Wichita Airport Authority

SUBJECT: ACT 3 Apron Phase III, Outfall Channel and Taxiway C-2
FAA Grant Application
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the grant application.

Background: On June 21, 2011, the Wichita Airport Authority (WAA) approved the full budget for the Air Capital Terminal 3 (ACT 3) program, which included Terminal Apron Phase III. On December 18, 2012, the WAA approved a project to initiate airfield work related to the Apron Phase III project. The additional airfield work prepares for the new terminal, completes the ACT 3 program, and enhances airfield security.

Analysis: Federal Aviation Administration (FAA) grant funds are anticipated for this work and staff has prepared a grant application for submittal to the FAA.

Financial Considerations: A grant application has been prepared for 90% of the eligible project costs in the amount of \$6,390,000. The balance of the project (estimated to be \$1,372,000) will be funded with a combination of General Obligation bonds paid for with Airport Revenue and Passenger Facility Charges (PFCs).

Legal Considerations: The grant application as completed has been reviewed and approved to form by the Law Department. Application and utilization of this grant is within the Wichita Airport Authority's statutory powers. The application complies with Federal Aviation Administration procedural requirements.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the grant application (subject to finalization of the amount) and the receipt of funds, along with authorizing the Director of Airports to sign all the documents related to the grant.

Attachments: Grant application.

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Wichita Airport Authority

*b. Employer/Taxpayer Identification Number (EIN/TIN):
48-6000653

*c. Organizational DUNS:
124970641

d. Address:

*Street 1: 2173 Air Cargo Road
Street 2: _____
*City: Wichita
County: Sedgwick
*State: Kansas
Province: _____
*Country: USA
*Zip / Postal Code 67209

e. Organizational Unit:

Department Name:
Department of Airports

Division Name:
Airport Engineering

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Victor
Middle Name: _____
*Last Name: White
Suffix: _____

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 316-946-4700	Fax Number: 316-946-1898
*Email: vwhite@wichita.gov	

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424
<p>*9. Type of Applicant 1: Select Applicant Type: C. City or Township Government</p> <p>Type of Applicant 2: Select Applicant Type:</p> <p>Type of Applicant 3: Select Applicant Type:</p> <p>*Other (Specify)</p>
<p>*10. Name of Federal Agency: Federal Aviation Administration</p>
<p>11. Catalog of Federal Domestic Assistance Number: 20.106</p> <p>CFDA Title: Airport Improvement Program</p>
<p>12. Funding Opportunity Number: 3-20-0088-future</p> <p>Title: Apron Phase III</p>
<p>13. Competition Identification Number: _____</p> <p>Title: _____</p>
<p>14. Areas Affected by Project (Cities, Counties, States, etc.): Wichita, Sedgwick County, Kansas</p>

***15. Descriptive Title of Applicant's Project:**

Phase III will reconstruct pavement to accommodate the new terminal plus install underground storage tanks for used glycol. Additionally this project will make improvements to a major airfield outfall drainage channel that will address both the new EPA stormwater quality treatment regulations triggered by the new terminal and remaining terminal apron phases and to significantly reduce a major wildlife habitat that has close proximity to the airfield pavements.

Per an RSAT recommendation, Taxiway C-2 West will be removed.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 4th	*b. Program/Project: 4th
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 8-1-2013	*b. End Date: 12-31-2013
18. Estimated Funding (\$):	
*a. Federal	6,390,000
*b. Applicant	1,187,228
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	7,577,228
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____. <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <u>Mr.</u>	*First Name: <u>Victor</u>
Middle Name: _____	
*Last Name: <u>White</u>	
Suffix: _____	
*Title: Director of Airports	
*Telephone Number: 316-946-4700	Fax Number: 316-946-4793
* Email: vwhite@wichita.gov	

*Signature of Authorized Representative:	*Date Signed: 7-25-2013
--	-------------------------

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify) 	12.	Funding Opportunity Number/Title: Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.		
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.	18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
8.	Applicant Information: Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the 	19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State 20. Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.		
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions. <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority </td> <td style="vertical-align: top; width: 50%;"> M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify) </td> </tr> </table>		A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)	21. Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)				

PART II

PROJECT APPROVAL INFORMATION
SECTION AItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body:

Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:
(Attach Documentation)Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☐ Yes ☒ No

Check one:

State

Local

Regional

☐
☐
☐

Location of Plan:

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

INSTRUCTIONS FOR 5100-100 PART II A
Project Approval Information

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1 - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2 - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval

Item 3 - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4 - Furnish the name of the approving agency and the approval date.

Item 5 - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6 - Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 7 - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8 - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9 - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10 - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

In as far as this is within our power, the Wichita Airport Authority of Wichita, Kansas, will affirmatively work to obtain appropriate zoning by the Wichita Sedgwick County Metropolitan Area Planning commission which has zoning authority to take action to restrict the use of land in the immediate vicinity of Mid-Continent Airport. The current zoning ordinance has obstruction zoning prohibiting certain manufacturing facilities, which produce smoke, dust, gaseous fumes, and electrical interference or glare impairing the visibility of pilots.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. Consistency with Local Plans. - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

YES

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

YES

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

YES

7. Public Hearings. - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards. - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Wichita Airport Authority of Wichita, Kansas, has the Fee Simple Title to all land comprising Mid-Continent Airport, free and clear of all encumbrances and/or restrictions, subject however, to the leases and/or use agreements.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. 20.106

2. Functional or Other Breakout..... Functional

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$ 9,036.00	\$	\$ 9,036.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees HNTB Design of Apron 1-3 + SA17 Add. Design Apr 3, SA20 Glycol Tanks	1,067,431.00	(87,228.00)	980,203.00
5. Other Architectural engineering fees AECOM Apron 1-3	246,131.00		246,131.00
6. Project inspection fees Apron 2 & 3 (Est. Apron 3)	889,630.00		889,630.00
7. Land development			
8. Relocation Expenses of FAA Cables, Reimb. Agreement	50,000.00		50,000.00
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement (Estimate)	5,315,000.00	(640,000.00)	4,675,000.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	7,577,228.00	(727,228.00)	6,850,000.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			6,850,000.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			250,000.00
19. Total Project Amt. (Excluding Rehabilitation Grants)			7,100,000.00
20. Federal Share requested of Line 19 (90%)			6,390,000.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			6,390,000.00
23. Grantee share			1,187,228.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 7,577,228.00

INSTRUCTIONS

PART III

SECTION A. GENERAL

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Line 1 - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Line 2 - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter basic fees for architectural engineering services.

Line 5 - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Line 6 - Enter fees for inspection and audit of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

Line 12 - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Line 13 - Enter amounts for items not specifically mentioned above.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Line 16 - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Line 17 - Enter the amounts for those items, which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Line 18 - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount, which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants, which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Line 19 - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 20 - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Line 21 - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Line 22 - Show the total amount of the Federal grant requested.

Line 23 - Show the amount from Section D, Line 27h.

Line 24 - Show the amount from Section D, Line 28c.

Line 25 - Self-explanatory.

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Ineligible communications infrastructure	\$ 727,228.00	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ 727,228.00	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 1,187,228.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	1,187,228.00
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	1,187,228.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 1,187,228.00

SECTION E - REMARKS**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

INSTRUCTIONS
PART III
SECTION C. EXCLUSIONS

Line 26 a-g - Identify and list those costs in Column (1), which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 27 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 27h - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Line 28a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

Line 28b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

Line 28c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

Line 29 - Enter the totals of Line 27h and 28c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Apron Phase 3, Outfall Channel, Taxiway C2 Removal

AIRPORT : Mid-Continent Airport

1. Objective:

Phase III will reconstruct pavement to accommodate the new terminal plus install underground storage tanks for used glycol. Additionally this project will make improvements to a major airfield outfall drainage channel that will address both the new EPA stormwater quality treatment regulations triggered by the new terminal and remaining terminal apron phases and to significantly reduce a major wildlife habitat that has close proximity to the airfield pavements.

Per an RSAT recommendation, Taxiway C-2 West will be removed.

2. Benefits Anticipated:

Accomodate new terminal building and collection of spent glycol. Address EPA stormwater regulations and reduce hazardous wildlife. Comply with RSAT recommendations for better safety.

3. Approach : *(See approved Scope of Work in Final Application)*

Work will be phased to provide less disruption for tenants and airfield operations.

4. Geographic Location:

Wichita, Kansas

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: *(include address & telephone number)*

Victor White, A.A.E.

2173 Air Cargo Road

Wichita, KS 67209

316-946-4700

INSTRUCTIONS

PART IV

PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

Wichita Airport Authority

Mid-Continent

3-20-0088-future

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Phase III will reconstruct pavement to accommodate the new terminal plus install underground storage tanks for used glycol. Additionally this project will make improvements to a major airfield outfall drainage channel that will address both the new EPA stormwater quality treatment regulations triggered by the new terminal and remaining terminal apron phases and to significantly reduce a major wildlife habitat that has close proximity to the airfield pavements.

Per an RSAT recommendation, Taxiway C-2 West will be removed.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been or will be established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	Location	Location
Street Address:	2173 Air Cargo Road		
City:	Wichita		
State:	KS		
Zip code:	67209		

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Victor White

Type Name of Sponsor's Designated Official Representative

Director of Airports

Typed Title of Sponsor's Designated Official Representative

7-25-2013

Date of Signature

STANDARD DOT TITLE VI ASSURANCES

Wichita Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 - (b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 7-25-2013

Wichita Airport Authority
(Sponsor)

By _____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

- 1. General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for

access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and

schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 18. Planning Projects.** In carrying out planning projects:

 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
- 19. Operation and Maintenance.**

 - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon

which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a

single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation

and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

City of Wichita
City Council Meeting
July 23, 2013

TO: Wichita Airport Authority

SUBJECT: Delta Air Lines, Inc.
Supplemental Agreement No. 5
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The Wichita Airport Authority (WAA) has a uniform lease and use agreement with the passenger carrying airlines serving Wichita Mid-Continent Airport. On February 5, 2013, the WAA approved a supplemental agreement with Delta Air Lines (Delta) which extended the airline agreement through December 31, 2013. The airline agreement includes language which allows an airline to make space changes.

Analysis: Delta currently leases Gates 2 and 4 in the east concourse. Delta owns and operates one jetbridge located at Gate 2. WAA owns the jetbridge at Gate 1. Delta proposes to transfer space from Gate 4 holdroom to Gate 1 holdroom. This will allow Delta to have a jetbridge at both gates, which will better serve Delta's customers.

Financial Considerations: The relocation of Delta's operation to Gate 1 provides an increase of square footage and the lease of the jetbridge on a per turn basis that will result in additional net revenue to the WAA of \$14,300 for the remainder of this year.

Legal Considerations: The supplemental agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 5.

SUPPLEMENTAL AGREEMENT NO. 5
AIRLINE AIRPORT USE AND LEASE AGREEMENT
BETWEEN
WICHITA AIRPORT AUTHORITY
AND
DELTA AIR LINES

THIS SUPPLEMENTAL AGREEMENT NO. 5, dated July 23, 2013, is made between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and DELTA AIR LINES, hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated June 16, 2009 for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport;

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1, dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 2, dated February 15, 2011, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 3, dated February 28, 2012, which extended the term of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 4, dated February 5, 2013, which extended the term of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 5 for the purpose of modifying "Exhibit B" and "Exhibit C" within the Agreement;

WHEREAS provided in Section 3.1.B, Authority and Airline may, from time to time, by written agreement, add space to or delete space from the Airline Premises. Under this provision the parties desire to both delete and add space to create a newly defined Premises, described in the attached Exhibits; and

NOW, THEREFORE, the parties further agree as follows:

1.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Authority does hereby lease to Airline the following areas: ticket counter, office, bag makeup, holdrooms and operations space as reflected on “Exhibit B”, dated April 26, 2013, attached to Supplemental Agreement No. 13 and incorporated herein.

“Exhibit C” attached to Supplemental Agreement No. 13 and incorporated herein, shall replace “Exhibit C” included in the original Agreement, as previously supplemented.

2.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
Authority”

By _____
Victor D. White, Director of Airports

ATTEST:

DELTA AIR LINES

By: _____

By: _____

Title: _____

Title: _____

“Airline”

APPROVED AS TO FORM: _____ Date: _____
Director of Law

RAMP

BAG MAKE-UP
1093 sq.ft.
109 sq.ft. REMOVED
FOR TSA EQUIPMENT

BAG CONVEYOR

OFFICE
1102 sq.ft.

TICKET COUNTER
434 sq.ft.

TABLE TOP TABLE

TSA
SCREENING
AREA

PASSENGER TICKETING
AREA

DELTA AIR LINES

LEASE AREAS ARE SHOWN WITH
HATCHING

AREA NUMBERS MAY HAVE BEEN CARRIED
OVER FROM OLD LEASES



TICKETING & ATO

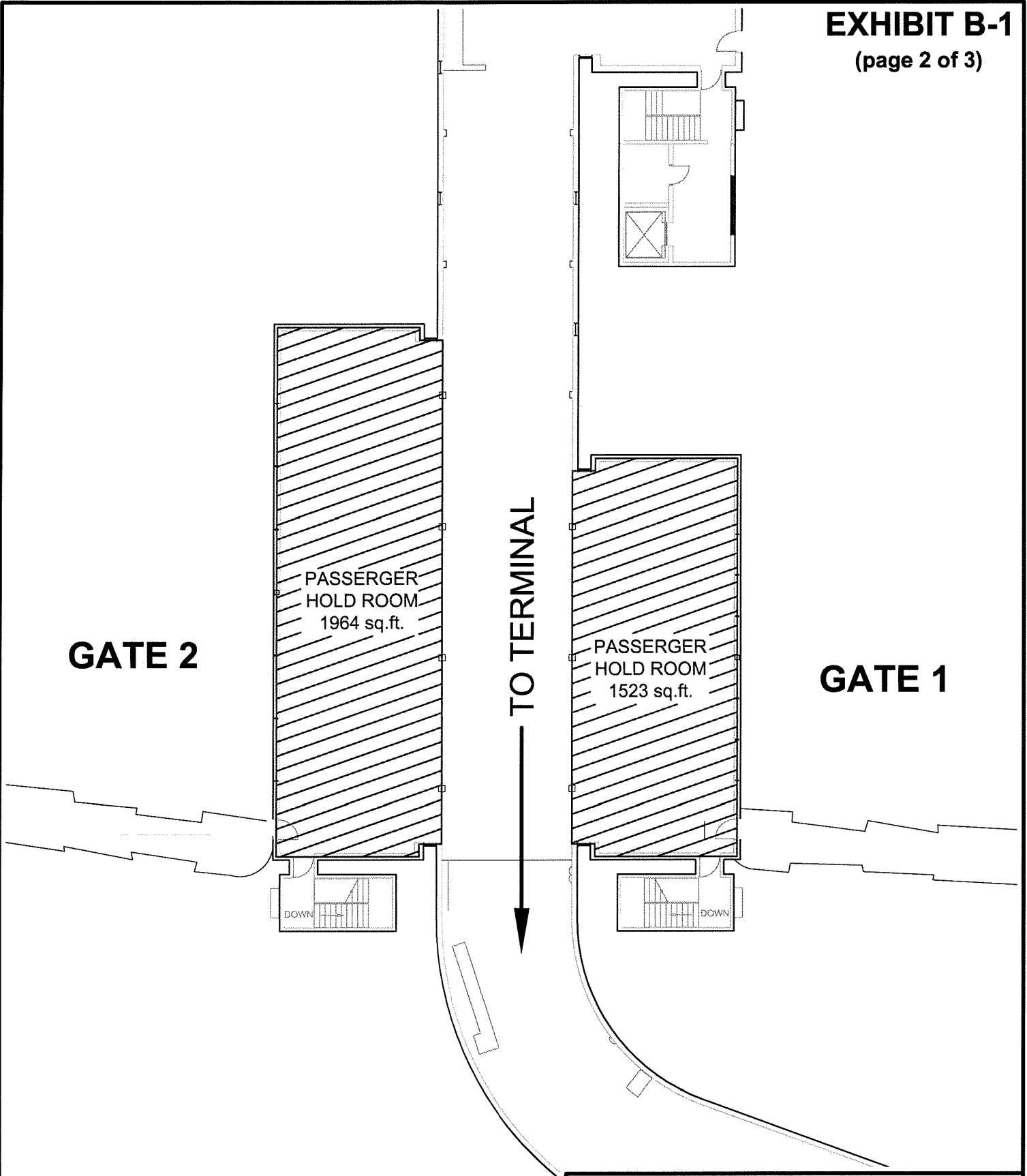
WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
7/2/13	H.G.O.	1" = 10'	1 of 1

EXHIBIT B-1

(page 2 of 3)



DELTA AIR LINES

LEASE AREAS ARE SHOWN WITH
HATCHING

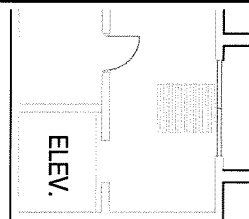
AREA NUMBERS MAY HAVE BEEN CARRIED
OVER FROM OLD LEASES

GATE 1 and 2

WICHITA MID-CONTINENT AIRPORT

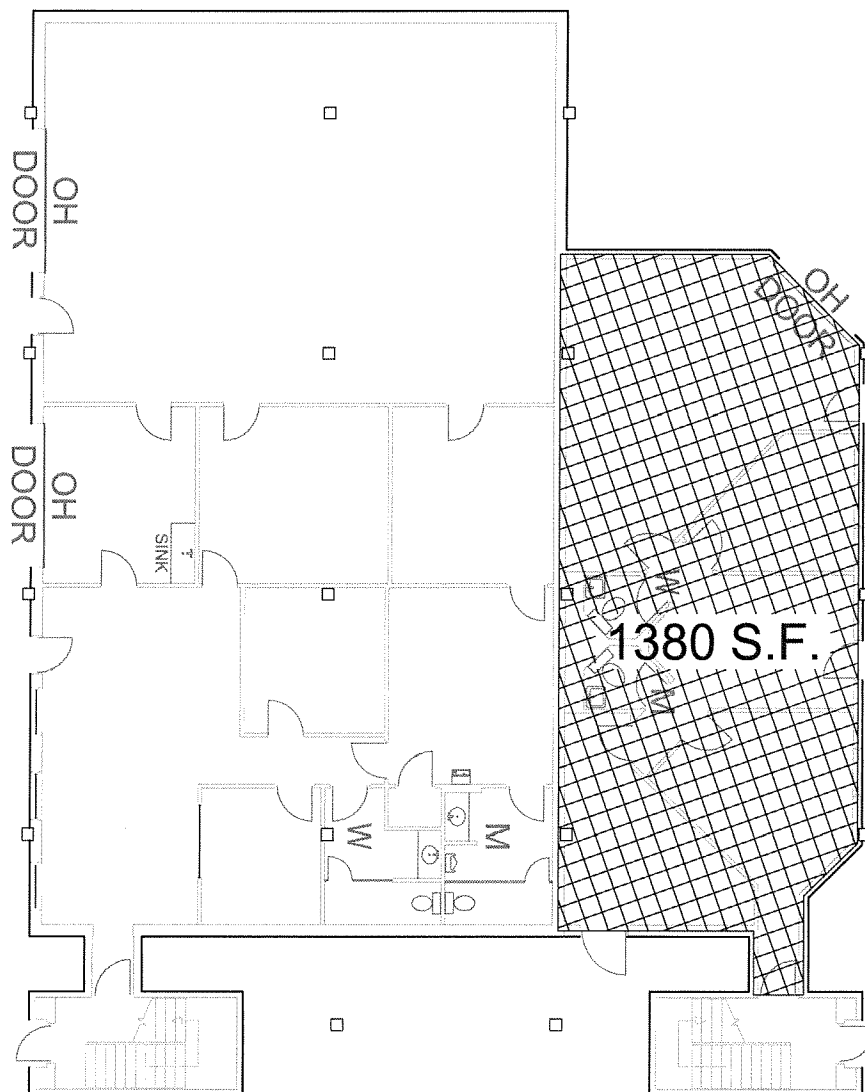
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
7/2/13	H.G.O.	1" = 20'	1 of 1



GATE 2

GATE 1



DELTA AIR LINES

LEASE AREAS ARE SHOWN WITH
HATCHING

AREA NUMBERS MAY HAVE BEEN CARRIED
OVER FROM OLD LEASES

GATE 2

OPERATIONS AREA

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
7/2/13	H.G.O.	1" = 16'	1 of 1

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>	
American	200	2,224	1,098	-	1,728	1,752	7,002	s.f.
Delta	434	3,487	1,102	-	1,380	1,093	7,496	s.f.
Frontier Holdings	-	-	-	-	-	-	-	s.f.
Southwest	233	1,689	581	-	150	651	3,304	s.f.
United	335	2,991	1,145	-	1,533	649	6,653	s.f.
Vacant	1,458	8,914	5,290	-	18,993	4,399	39,054	s.f.
	<u>2,660</u>	<u>19,305</u>	<u>9,216</u>	<u>-</u>	<u>23,784</u>	<u>8,544</u>	<u>63,509</u>	<u>s.f.</u>

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>	
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965	s.f.

**City of Wichita
City Council Meeting
July 23, 2013**

TO: Wichita Airport Authority

SUBJECT: Taxiway A1 and Apron Expansion
FAA Grant Application
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the grant application.

Background: In accordance with the Wichita Airport Authority's (WAA) lease agreement with Sedgwick County for the National Center for Aviation Training (NCAT) facility, the WAA was obligated to construct a taxiway and apron to serve NCAT.

Analysis: The project was completed several years ago in accordance with Federal Aviation Administration (FAA) design standards in order to receive FAA Airport Improvement Program (AIP) grant funds when funds became available. AIP funds are now available, and staff has prepared a grant application for submittal to the FAA.

Financial Considerations: A grant application has been prepared in the amount of \$170,665 which is the full amount available for Jabara Airport projects this fiscal year.

Legal Considerations: The grant application as completed has been reviewed and approved to form by the Law Department. Application and utilization of this grant is within the Wichita Airport Authority's statutory powers. The application complies with Federal Aviation Administration procedural requirements.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the grant application and receipt of funds, and authorize the Director of Airports to sign all the documents related to the grant.

Attachments: Grant application.

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify) _____

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Wichita Airport Authority

*b. Employer/Taxpayer Identification Number (EIN/TIN):
48-6000653

*c. Organizational DUNS:
124970641

d. Address:

*Street 1: 2173 Air Cargo Road
Street 2: _____
*City: Wichita
County: Sedgwick
*State: Kansas
Province: _____
*Country: USA
*Zip / Postal Code 67209

e. Organizational Unit:

Department Name:
Department of Airports

Division Name:
Airport Engineering

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Victor
Middle Name: _____
*Last Name: White
Suffix: _____

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 316-946-4700	Fax Number: 316-946-1898
*Email: vwhite@wichita.gov	

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424
<p>*9. Type of Applicant 1: Select Applicant Type: C. City or Township Government</p> <p>Type of Applicant 2: Select Applicant Type:</p> <p>Type of Applicant 3: Select Applicant Type:</p> <p>*Other (Specify)</p>
<p>*10. Name of Federal Agency: Federal Aviation Administration</p>
<p>11. Catalog of Federal Domestic Assistance Number: 20.106</p> <p>CFDA Title: Airport Improvement Program</p>
<p>12. Funding Opportunity Number: 3-20-0089-21-2013</p> <p>Title: Taxiway A1 Extension</p>
<p>13. Competition Identification Number: _____</p> <p>Title: _____</p>
<p>14. Areas Affected by Project (Cities, Counties, States, etc.): Wichita, Sedgwick County, Kansas</p>

***15. Descriptive Title of Applicant's Project:**

Construct Taxiway A1 for aviation related development. Only the portion east of the Building Restriction Line is eligible.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 4th

*b. Program/Project: 4th

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 7-31-2007

*b. End Date: 10-3-2012

18. Estimated Funding (\$):

*a. Federal	170,665
*b. Applicant	1,027,993
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	1,198,658

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Victor

Middle Name: _____

*Last Name: White

Suffix: _____

*Title: Director of Airports

*Telephone Number: 316-946-4700

Fax Number: 316-946-4793

* Email: vwhite@wichita.gov

*Signature of Authorized Representative:	*Date Signed: 7-25-2013
--	-------------------------

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify) 	12.	Funding Opportunity Number/Title: Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.		
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	Applicant Information: Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the 	18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State 20. Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.		
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions. <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority </td> <td style="vertical-align: top; width: 50%;"> M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify) </td> </tr> </table>		A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)	21. Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)				

PART II

PROJECT APPROVAL INFORMATION
SECTION AItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body:

Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:
(Attach Documentation)Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☐ Yes ☒ No

Check one:

State

Local

Regional

☐
☐
☐

Location of Plan:

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

INSTRUCTIONS FOR 5100-100 PART II A
Project Approval Information

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1 - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2 - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval

Item 3 - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4 - Furnish the name of the approving agency and the approval date.

Item 5 - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6 - Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 7 - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8 - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9 - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10 - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

In as far as this is within our power, the Wichita Airport Authority of Wichita, Kansas, will affirmatively work to obtain appropriate zoning by the Wichita Sedgwick County Metropolitan Area Planning Commission which has zoning authority to take action to restrict the use of land in the immediate vicinity of Colonel James Jabara Airport. The current zoning ordinance has obstruction zoning prohibiting certain manufacturing facilities, which produce smoke, dust, gaseous fumes, and electrical interference or glare impairing the visibility of pilots.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. Consistency with Local Plans. - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

YES

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

YES

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

YES

7. Public Hearings. - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards. - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Wichita Airport Authority of Wichita, Kansas, has the Fee Simple Title to all land comprising Colonel James Jabara Airport free and clear of all encumbrances and/or restrictions, subject however, to the leases and/or use agreements.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. 20-106

2. Functional or Other Breakout..... ..

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-) INELIGIBLE	
1. Administration expense	\$ 4,696.29	\$ (3,968.37)	\$ 727.92
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	34,873.60	(29,468.19)	5,405.41
5. Other Architectural engineering fees	91,042.00	(76,930.49)	14,111.51
6. Project inspection fees	171,683.44	(145,999.05)	25,684.39
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	880,262.75	(739,059.64)	141,203.11
12. Equipment			
13. Miscellaneous Wetlands Mitigation	16,100.00	(13,604.50)	2,495.50
14. Total (Lines 1 through 13)	1,198,658.08	(1,009,030.24)	189,627.84
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	1,198,658.08	(1,009,030.24)	189,627.84
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			189,627.84
20. Federal Share requested of Line 19 90%			170,665.06
21. WAA Amount Owed on AIP reimbursements			20,665.06
22. Total Federal grant requested (lines 20 & 21)			150,000.00
23. Grantee share			1,027,993.02
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 1,198,658.08

INSTRUCTIONS

PART III

SECTION A. GENERAL

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Line 1 - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Line 2 - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter basic fees for architectural engineering services.

Line 5 - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Line 6 - Enter fees for inspection and audit of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

Line 12 - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Line 13 - Enter amounts for items not specifically mentioned above.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Line 16 - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Line 17 - Enter the amounts for those items, which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Line 18 - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount, which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants, which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Line 19 - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 20 - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Line 21 - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Line 22 - Show the total amount of the Federal grant requested.

Line 23 - Show the amount from Section D, Line 27h.

Line 24 - Show the amount from Section D, Line 28c.

Line 25 - Self-explanatory.

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Ineligible as exclusive use	\$ 1,009,030.24	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ 1,009,030.24	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 1,027,993.02
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	1,027,993.02
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	1,027,993.02
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 1,027,993.02

SECTION E - REMARKS**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

INSTRUCTIONS
PART III
SECTION C. EXCLUSIONS

Line 26 a-g - Identify and list those costs in Column (1), which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 27 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 27h - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Line 28a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

Line 28b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

Line 28c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

Line 29 - Enter the totals of Line 27h and 28c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Taxiway A1 Extension

AIRPORT : Colonel James Jabara Airport

1. Objective:

This project accomodates development in the northwest area of the airport. A taxiway and apron were constructed to allow airfield access to the new facilities. The eligible segment of the project is east of the Building Restriction Line.

2. Benefits Anticipated:

Allow further development in the northwest area of the airport to have airfield access.

3. Approach : *(See approved Scope of Work in Final Application)*

Project was sequenced and phased to minimize disruption of the airfield and tenants.

4. Geographic Location:

Wichita, Kansas (see attached map).

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: *(include address & telephone number)*

Victor White, A.A.E.

2173 Air Cargo Road

Wichita, KS 67209

316-946-4700

INSTRUCTIONS

PART IV

PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

Wichita Airport Authority

(Sponsor)

Colonel James Jabara

(Airport)

AIP 3-20-0089-21-2013

(Project Number)

Description of Work:

Development in the northwest area of the airport has occurred. A taxiway and apron were constructed to allow airfield access to the new facilities. The eligible segment of the project is east of the Building Restriction Line.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been or will be established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			

	Yes	No	N/A
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	Location	Location
Street Address:	<u>2173 Air Cargo Rd</u>	<u></u>	<u></u>
City:	<u>Wichita</u>	<u></u>	<u></u>
State:	<u>KS</u>	<u></u>	<u></u>
Zip code:	<u>67209</u>	<u></u>	<u></u>

Wichita Airport Authority

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Victor White

Type Name of Sponsor's Designated Official Representative

Director of Airports

Typed Title of Sponsor's Designated Official Representative

7-25-2013

Date of Signature

STANDARD DOT TITLE VI ASSURANCES

Wichita Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 - (b) the period during which the sponsor retains ownership or possession of the property.

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

- 1. General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for

access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and

schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

- 18. Planning Projects.** In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

- 19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon

which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a

single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation

and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Wichita, Kansas
July 22, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Melinda Walker, Purchasing Manager, representing Purchasing, Eoghan Miller, Management Intern, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated July 15, 2013 were read and on motion approved.

Bids were opened July 19, 2013, pursuant to advertisements published on:

2013 Contract Maintenance Slurry Seal of Asphalt Concrete Pavement (north of 63rd Street South, east of 135th Street West) (472-85092/132726) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, V)

South Central Sealing LLC* - \$224,074.96 *Engineer's Estimate

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

PUBLIC WORKS & UTILITIES/SEWAGE TREATMENT DIVISION: Flexible Disc Harrow & Manure Spreader.

Prairieland Partners Inc. - \$43,965.29 Group 1; Base Bid
\$18,900.00 Group 1 Option 1 (deduct)
\$110,833.96 Group 2

**PUBLIC WORKS & UTILITIES/WATER DISTRIBUTION DIVISION:
Waterworks Materials.**

Wichita WinWater Works Company* - \$642,920.00
*Estimate – Contract approved on unit cost basis; refer to attachments.

FIRE DEPARTMENT/SAFETY DIVISION: Firefighter Protective Clothing.

Municipal Emergency Services Inc*. - \$3,500.00 Group 3
\$22,023.72 Group 4

*Awards redirected – Refer to attachments

The Purchasing Division recommended that the contracts be rejected as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be rejected as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk